UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 2nd day of June, 2011 ("Effective Date"), and entered into by and between Loyola University of Chicago, an institution of higher education organized and operated under the laws of the State of Illinois, having offices at 820 N. Michigan Avenue, Chicago, IL 60611 ("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"), (each a "Party" and, collectively, the Parties).

This Agreement sets forth the terms pursuant to which PNC Bank will offer the Program to Constituents of the 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 Wallet™ Student, and 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 the 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 the University's faculty, staff and Students collectively.

(e) "E-BRANCH" shall mean an electronic banking center, staffed with one (1) or more employees as determined solely by PNC Bank, which functions shall include by way of example but not in limitation, support for customary customer service transactions such as opening new deposit accounts, accepting loan applications and any other duties necessary to provide "Financial Services" as defined below.

(f) "Financial Services" shall mean the following financial services to be offered by PNC Bank to Constituents hereunder as part of the Program: presenting financial seminars; establishing and operating an E-BRANCH; offering debit card functionality for the University ID Card to access Accounts; opening new Accounts; but shall in no event include solicitation of
credit cards or student loans. 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 E-BRANCH, any ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

(h) "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.

(i) "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 F attached hereto and incorporated herein by this reference.

(j) "Preferred Provider" shall mean PNC Bank in its capacity as the only financial institution to which the University will extend any of the Commitments (Section 6) and Joint Obligations (Section 8) set forth in this Agreement.

(k) "Program" shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder.

(l) "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.

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

(n) "Student" shall mean a currently enrolled undergraduate or graduate student at the University.

(o) "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.

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

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

(q) "Weblinking" shall have the meaning set forth on Exhibit F attached hereto and incorporated herein by this reference.
2. **TERM**

(a) This Agreement shall commence on the Effective Date and shall terminate on December 31, 2015 ("Initial Term"), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the Parties hereto, this Agreement shall renew up to two (2) successive terms of one (1) year each (each a "Renewal Term"), provided that the Parties mutually establish new Program Goals and Royalty Payments at least ninety (90) days in advance of the expiration of the then current Term. The Initial Term and the Renewal Term may be referred to herein as a "Term".

(b) The University shall provide at least ninety (90) day prior written notice to PNC Bank prior to the expiration of the Term if it wishes to renew the Agreement.

3. **ROYALTY, PAYMENT TERMS**

(a) Each January of the Term, beginning with January 2012, 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 one (1) year, the Program Goals and Royalty shall be negotiated by the Parties in good faith.

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

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student-New Checking</td>
<td>750</td>
<td>1,250</td>
<td>1,350</td>
<td>1,350</td>
<td>1,350</td>
</tr>
<tr>
<td>Accounts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faculty &amp; Staff-New</td>
<td>50</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>Checking Accounts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Goal Total</td>
<td>800</td>
<td>1,315</td>
<td>1,415</td>
<td>1,415</td>
<td>1,415</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$50,000</td>
</tr>
<tr>
<td>2012</td>
<td>$60,000</td>
</tr>
<tr>
<td>2013</td>
<td>$70,000</td>
</tr>
<tr>
<td>2014</td>
<td>$85,000</td>
</tr>
<tr>
<td>2015</td>
<td>$85,000</td>
</tr>
</tbody>
</table>
PNC Bank shall also pay the University a one-time guaranteed signing bonus in the amount of Fifty Thousand Dollars ($50,000). The guaranteed signing bonus shall be paid not later than sixty (60) days after this 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 the University as set forth in this Section 3.

(d) Notwithstanding paragraph (b), in the event that the University does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to the 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 two-thirds (2/3rd) of the Royalty stated in paragraph (b) for the applicable calendar year.

(e) As of the Effective Date of this Agreement 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, provided a minimum of eighty percent (80%) of the Faculty/Staff goals have been met.

(f) Annual Fees will be paid no later than the first day of March of the year following the calendar year to which the payment relates.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>March 1, 2012 for 2011</td>
</tr>
<tr>
<td>2012</td>
<td>March 1, 2013 for 2012</td>
</tr>
<tr>
<td>2013</td>
<td>March 1, 2014 for 2013</td>
</tr>
<tr>
<td>2014</td>
<td>March 1, 2015 for 2014</td>
</tr>
<tr>
<td>2015</td>
<td>March 1, 2016 for 2015</td>
</tr>
</tbody>
</table>

(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) All payments made by PNC Bank hereunder shall be 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 the University’s requirements for the services to be performed.

5. **PNC BANK'S EMPLOYEES**

(a) PNC Bank and the 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 the University and PNC Bank.

(b) The 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 the University, PNC Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as the 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 THE UNIVERSITY**

The University shall, during the Term of this Agreement:

(a) Support the Program as follows:

(i) Promote the availability of the Program to its Students, faculty and staff as mutually agreed with PNC Bank and the University including publicizing PNC Bank’s status as a Preferred Provider;

(ii) Permit only PNC Bank the right to market the Program and Financial Services as the University’s Preferred Provider, to Constituents, all in accordance with University policies and approvals;

(iii)
(iv) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as the University’s Preferred Provider and which explains the Program, which letter shall be subject to the University’s prior written consent which consent shall not be unreasonably withheld, conditioned or delayed;

(v) Designate PNC Bank as the only financial institution permitted to link the University ID Card to deposit accounts;

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

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

(b) Make available the following marketing rights for the Program:

**Students — These marketing rights shall exist only for the benefit of PNC Bank:**

- Mailing (by the University), at PNC Bank’s expense, to the Student List at the beginning of the first school year of this Agreement
- Permitting on-campus tabling by PNC Bank at University events such as freshmen orientations, student fairs, etc.
- Mailing (by the University), at PNC Bank’s expense, to the University or home addresses of incoming Students (all first year/freshman and new transfer students admitted to the University).
- Mailing (by the University), at PNC Bank’s expense, to upperclassmen at their campus addresses, at the beginning of each semester
- Permitting on-campus promotions, giveaways, etc., sponsored by PNC Bank
- Permitting the distribution by PNC Bank of Program communications (which Program communications bearing University Marks shall be approved in writing in advance by the University, and such approval shall not be unreasonably withheld, conditioned or delayed)
- Providing PNC Bank preferred access to common areas for tabling events throughout the year
- Permitting from time to time on-campus financial seminars pre-approved by the University
- Mentioning of PNC Bank as a Preferred Provider and the Program from time to time in agreed upon University publications and mailings
- Endorsing agreed upon Student events to be sponsored by PNC Bank (the University and its employees are not expected or required to endorse any PNC financial product or service)
- Providing a web link from the University’s key student web areas on the University’s web site to a customized site at www.pncbank.com/University and www.pncbank.com/University/apply (on line application)
- Permitting, at PNC Bank’s expense, the use of intra-campus mail and e-mail from time to time for the distribution by PNC Bank of mutually agreed upon Program
communications bearing University Marks and approved in writing in advance by the 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 the University (the University and its employees are not expected or required to endorse any PNC financial products or service)

Faculty/Staff:

- Permitting the presence and distribution of materials by PNC Bank at new hire Orientations
- Permitting on-campus promotions, giveaways, etc., sponsored by PNC Bank
- Permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs, direct deposit fairs, etc.
- Facilitating semi-annual mailings by PNC Bank to faculty and staff
- Permitting PNC Bank's presentation of agreed upon on-campus financial seminars from time to time with individual University departments (the University and its employees are not expected or required to endorse any PNC financial product or service)
- Mentioning of PNC Bank as a Preferred Provider and the Program from time to time in agreed upon University publications and mailings
- Permitting, at PNC Bank’s expense, the use of intra-campus mail and e-mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by the University (which approval shall not be unreasonably withheld, conditioned or delayed)
- Permitting the distribution by PNC Bank of Program materials at new hire orientation programs
- Permit advertising by PNC Bank in University publications and mailings at agreed-upon fees
- Providing a Web link from the 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/University

(c) With the University's prior approval, which shall not be unreasonably withheld, conditioned or delayed, permit PNC Bank to use the University’s name and 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;

(d) Grant PNC Bank ATM deployment privileges on campus for a minimum of six (6) ATMs as of the Effective Date. One (1) of the ATMs shall be located in or near the E-BRANCH (and the grant and privileges associated with such ATMs) shall be governed by and in accordance with the provisions of the terms and conditions of that certain License Agreement (“License”), between PNC Bank and the University and entered into contemporaneously with this Agreement, which is attached hereto as SCHEDULE A of Exhibit A and incorporated herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC
Bank and the University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference.

The parties shall mutually agree on the location of one (1) cash dispensing ATM which shall be surcharge-free during the first year of the Term of this Agreement.

(e) Acknowledge PNC Bank's option to impose a surcharge for the use of its ATM(s). The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Illinois 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 the University's Constituents.

(f) Prohibit any other financial institution from establishing and/or operating a manned branch on campus.

(g) Provide a location for the E-BRANCH, subject to the approval of PNC Bank, in the University's current or New Student Union.

(h) For purposes of implementing the University ID Card-Linking, University will be required to meet certain requirements pertaining to the design and encoding of the University ID Card. University will include the following elements when configuring the University ID Card:

- Encoding of track 2 of the magnetic stripe on the back of the University ID Card
- A disclosure statement printed on the back of the card to read as follows, "ATM function requires a linked PNC Bank deposit account"
- Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank
- Displaying the issued card number on the front of the University ID Card

Notwithstanding anything to the contrary contained in this Agreement, the University's ability to provide any information to PNC Bank is subject to and conditioned upon the Family Educational Rights in Privacy Act (FERPA), other applicable laws and regulations, and the University's policies and procedures. The Parties agree that certain information regarding Students is subject to FERPA and agree to comply with all applicable laws and regulations and applicable University policies and procedures.

(h) Notwithstanding anything to the contrary contained in this Agreement, during the Term of this Agreement the Loyola University Federal Credit Union and any other credit union owned and/or maintained by the University (hereinafter collectively "University Credit Union") is permitted to:
(x) maintain an on campus presence;
(y) participate in events as stipulated by the University; and
(z) maintain its existing weblink to the University

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) Market 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 the
  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;
• Through July 31, 2013, at the option of the University, implement the
  linking of the University ID card to Accounts;
• Exercising the Preferred Provider rights and privileges for the Program
  with respect to Constituents;
• Providing the University with a quarterly report of new Accounts opened
  and card transaction activity on an anonymous basis.
• Provide $15,000 towards the initial cost of re-carding the campus to be
  paid upon the commencement of the ID Linking implementation project
• Provide an additional $5,000 towards the initial cost of re-carding the
  campus if the ID Linking is completed by December 31, 2012.
• Collaborate with the University to develop educational programs geared
  towards developing student financial awareness and responsibility.

(c) Establish and operate the E-BRANCH pursuant to the terms and conditions of
Exhibit B.

(d) Provide one (1) or more on-site branch customer services representatives in the E-
BRANCH 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; additional reviews shall be quarterly throughout the Term of this Agreement;

(iii) 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

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

(b) Engage in good faith discussions resulting in the design and issuance of a co-branded Visa® Check Card. Each Party will assume responsibility for its own cost to invest in the exploration of this initiative with employee time, information gathering and data development.

(i) PNC Bank and the Loyola University Employees Federal Credit Union 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.

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 Illinois, 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)
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 the University as an additional insured on PNC Bank’s General, Umbrella, Comprehensive Crime, and Automobile Liability policies. If PNC Bank fails to maintain any of this insurance, the 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) The 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 the University considers appropriate in an amount not less than $1,000,000.

10. REPRESENTATIONS AND WARRANTIES

(a) The University represents and warrants, as of the Effective Date and during the Term of this Agreement, that:
(i) The 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 the University is within the 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 the University;

(iii) This Agreement constitutes a legal, valid and binding obligation of the 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 the University of this Agreement;

(v) The 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 the University to PNC Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

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

(viii) During the Term of this Agreement, the University (A) will promote the Program, and (B) has granted PNC Bank, except as otherwise set forth in this Agreement, 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 the 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

The University shall permit PNC Bank to place signs advertising the Program in locations on the University’s campus that are mutually acceptable to both Parties. PNC Bank must have the 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 the University as its client in the ordinary course of its banking business. Notwithstanding the foregoing, the 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) The 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 the University. Notwithstanding the foregoing, PNC Bank must have the University’s prior written approval for any advertising materials that are included in the 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, the 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, the 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

(a) Indemnification by University. The University shall indemnify, defend and hold harmless PNC Bank, its Affiliates and their respective officers, directors, employees, and agents from and against all loss, cost, damage, liability, claim, expense (including reasonable legal fees and expenses), judgment and fine of any nature whatsoever (collectively “Losses”) arising directly or indirectly, out of or relating to the following:

(i) Breach of any representation, warranty or obligation under this Agreement by the University, or any of its officers, directors, employees or agents;

(ii) Violation by the University, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable regulatory authority in connection with performance under this Agreement; or gross negligence or willful misconduct of the University or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of PNC Bank.

(b) Indemnification by PNC Bank. PNC Bank shall indemnify, defend and hold harmless the University, its officers, directors, employees, and agents from and against all Losses arising directly or indirectly out of or relating to the following:

(i) Breach of any representation, warranty or obligation under this Agreement by PNC Bank, or any of its officers, directors, employees or agents;

(ii) Violation by PNC Bank, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with performance under this Agreement; or
(iii) Gross negligence or willful misconduct of PNC Bank or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of the University.

(c) Indemnification Procedures for Third Party Claims. In any case where the person seeking indemnification under this Agreement (herein referred to as the "Indemnified Party") seeks indemnification for a third party claim, suit or proceeding (herein referred to as a "Third Party Claim"), such indemnification will be conditioned on such Indemnified Party's compliance with the following procedures:

(i) The Indemnified Party will give prompt written notice to the person from whom indemnification is sought (herein referred to as the "Indemnifying Party") of each claim for indemnification under this Agreement, specifying the amount and nature of the claim (herein referred to as a "Notice of Claim"). Provided that such Notice of Claim is given (unless the failure to provide such Notice of Claim does not prejudice the interests of the Indemnifying Party), and the Indemnifying Party has not contested in writing the Indemnified Party's right to indemnification as set forth below, the Indemnifying Party, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such claim, suit or proceeding. If within a reasonable time period following the receipt of a Notice of Claim, the Indemnifying Party contests in writing the Indemnified Party's right to indemnification with respect to the Third Party Claim described in the Notice of Claim, the Indemnified Party will defend against and contest such Third Party Claim.

(ii) If the Indemnifying Party is defending against the Third Party Claim, the Indemnified Party may, but will not be obligated to, participate in the defense of any such Third Party Claim, suit or proceeding, at its own expense and using counsel of its own choosing, but the Indemnifying Party will be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular matter. The Indemnified Party will cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and will be entitled to recover from the Indemnifying Party the reasonable costs of providing such assistance. The Indemnifying Party will inform the Indemnified Party on a regular basis of the status of such claim, suit or proceeding and the Indemnifying Party's defense thereof.

(iii) In any Third Party Claim the defense of which is controlled by the Indemnifying Party, the Indemnifying Party will not, without Indemnified Party's prior written consent, compromise or settle such claim, suit or proceeding if: (y) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party; or (z) such compromise or settlement does not include the third party's release of the Indemnified Party from all liability relating to such claim, suit or proceeding for which the Indemnified Party is entitled to be indemnified.

(iv) If the Indemnifying Party fails to timely defend, contest, or otherwise protect against any such claim, suit, or proceeding, and fails to contest in writing the Indemnified Party's right to indemnification, the Indemnified Party may, but will not be obligated to, defend,
contest or otherwise protect against the same, and make any compromise or settlement thereof and recover the entire costs thereof from the Indemnifying Party, including reasonable fees and disbursements of counsel and all amounts paid as a result of such claim, suit or proceeding and the compromise or settlement thereof.

(v) The obligation of a Party to indemnify the other Party’s officers, directors, employees and agents in accordance with this Section 13 may be enforced exclusively by the other Party and nothing herein will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the Parties. The Parties may amend or modify this Agreement in any respect without the consent of such officers, directors, employees and agents.

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

(a) The University is a tax exempt entity and has been fully advised by the University’s counsel and/or tax consultant of any tax implications resulting from this Agreement.

(b) 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 the University’s operations or conduct of its business (including the 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 hereto 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 remediing 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) A Party may elect not to renew this Agreement at the end of the Initial Term or first Renewal Term, as applicable, by providing written notice of non-renewal to the other Party at least one hundred twenty (120) calendar days prior to the expiration of the Initial Term or Renewal Term, as applicable, and, in such case, this Agreement shall be terminated as of the end of the Initial Term or first Renewal Term, as applicable.

18. **CONFIDENTIALITY**

(a) Each of PNC Bank and the University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each Party’s directors, 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 the University. Each Party agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other Party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the Parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section 18. In the event of a breach of the foregoing, the non-breaching Party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching Party, as its sole and exclusive remedy.
(b) Notwithstanding the foregoing, either Party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court 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 a Party's obligation to protect Confidential Information shall be satisfied if the Party utilizes 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 Illinois without regard to its provisions relating to the conflict of laws. Each Party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts in the State of Illinois 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 the University then to:

Eric C. Jones, Assistant Treasurer
Loyola University of Chicago
820 N. Michigan Avenue, 7th Floor
Chicago, IL 60611

With a copy to:
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 the 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, intending to be legally bound, each Party hereto has caused its duly authorized representative to execute duplicate counterparts of this Agreement on its behalf, as of the Effective Date.

**PNC Bank, National Association**

("PNC Bank")

By: [Signature]

Name: Nicholas Corsi

Title: Sr. Vice President

Date: 6-8-2011

**Loyola University of Chicago**

("University")

By: [Signature]

Name: William G. Laird

Title: Senior Vice President for Finance and CFO

Date: June 2, 2011
EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
E-BRANCH LEASE

EXHIBIT C
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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 25th day of June, 2011 ("Effective Date"), and entered into by and between Loyola University of Chicago, an institution of higher education organized and operated under the laws of the State of Illinois, having offices at 820 N. Michigan Avenue, Chicago, IL 60611 ("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 the 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 including 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 the 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 the University may agree.

2. Grant of License

The 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.
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) The University shall permit PNC Bank to install the ATMs and related Equipment and Installations as follows:

   (i) at the locations mutually agreed upon;

   (ii) The 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 the 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 the 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 the 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 the 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 the University of the ATMs, related Equipment or Installations. Upon the request of PNC Bank, the 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 the 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. The 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 the University’s request, and (b) cause as little disruption as possible to the University’s business. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair.

The 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, the 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) The 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. The 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 the University; and

(ii) it shall not use or permit the use of University’s Marks without prior written approval of the University and subject at all times to the 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 the University with quarterly reports of the performance of the ATMs.

11. **Security**

(a) The University shall maintain security at the Locations in accordance with the standards for security generally at the University’s facilities; the 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 the University.

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

(c) Notwithstanding the provisions of Section 3 of this Agreement, an ATM may be moved temporarily for security reasons, in the event of fire, renovations, casualty, riot or other emergency, provided that the University uses its best efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s).

Once PNC Bank deems the affected ATM machine secured, whether by relocation, (which may be by PNC Bank), or otherwise (for example, but not in limitation of the foregoing, by removal), the 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 the University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. **Insurance; Indemnity and Loss**

The 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 the University at similar Locations. In the event the 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) the University’s most recent financial statement, and (c) a state certification from the 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 is customary for similarly situated ATM Equipment and Installations.

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:** The University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to the University’s security requirements, if any.

B. **ADA Compliance:** During the Term of the Agreement, the University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. The University’s compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as the University may have to alter to be in compliance with the ADA.

C. **Notices:** All notices which either Party may be required or desire to give to the other under this ATM Agreement, 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 the University then to:

Eric C. Jones, Assistant Treasurer
Loyola University of Chicago
820 N. Michigan Avenue, 7th Floor
Chicago, IL 60611

With a copy to:

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.

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

PNC Bank, National Association ("PNC Bank")

By: _____________________________
Title: Sr. Vice President
Date: June 3, 2011

Loyola University of Chicago ("University")

By: _____________________________
Title: Senior Vice President for Finance and CFO
Date: June 2, 2011
SCHEDULE A
Prototype: Not To Be Completed by the University

The 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 ______________ between PNC Bank and the University.

University:

PNC Bank:
SCHEDULE A-1
TO "EXHIBIT A"
LICENSE AGREEMENT

The 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:**
   
   Owner

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

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 ____, 2011 between PNC Bank and the University.

   University: [Signature]

   PNC Bank: [Signature]
SCHEDULE A-2
TO “EXHIBIT A”
LICENSE AGREEMENT

The 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:

   Owner

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

   Loyola University of Chicago

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 ____, 2011 between PNC Bank and the University.

University: _________________________
PNC Bank: _________________________
The 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:

   Owner

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

   Loyola University of Chicago

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__, 2011 between PNC Bank and the University.

University:

PNC Bank:

University Banking Services Agreement (Draft v3-05-27-11-CLEAN)
Loyola University
SCHEDULE A-4
TO “EXHIBIT A”
LICENSE AGREEMENT

The 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:**

   Owner

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

   Loyola University of Chicago

4. **Identity of holders of all mortgage liens 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 ___, 2011 between PNC Bank and the University.

   University: [Signature]

   PNC Bank: [Signature]
EXHIBIT B

E-BRANCH LEASE

THIS LEASE AGREEMENT ("Lease") is made effective 2/ day of June, 2011 ("Effective Date"), and entered into by and between Loyola University of Chicago, an institution of higher education organized and operated under the laws of the State of Illinois, having offices at 820 N. Michigan Avenue, Chicago, IL 60611 ("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 Loyola University of Chicago ("Premises"), on which there is erected the building known as Centennial Forum 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 Services Agreement") pursuant to which Tenant has agreed to provide Financial Services, including ATM(s), to the Constituents; and

WHEREAS, this Lease is an exhibit to and an integral part of the Banking 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 225-275 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 "E-BRANCH" (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Centennial Forum Student Union. Landlord warrants that the Premises and the Demised Premises are in compliance with the requirements of the Americans with Disabilities Act of 1990 and the amendments thereto. Landlord also represents and warrants that Landlord has not generated, used, stored or disposed of any Hazardous Materials in or about the Premises, and Landlord has received no written
notice from any governmental authorities of the existence of any Hazardous Materials at the Premises. The term “Hazardous Materials” means any material, substance, product, petroleum, petroleum product, derivative, compound or mixture, mineral including, but not limited to, asbestos and asbestos containing materials, gas, radon, radioactive materials, chemical, flammable explosives, medical waste or other pollutant, urea formaldehyde foam insulation, lead, polychlorinated byphenyls, in each case whether naturally occurring, man-made or the by-product of any process that is toxic, harmful or hazardous and that may cause damage to human health or the environment, safety or real property. The "E-BRANCH" (as defined in the Banking Services Agreement) shall provide "Financial Services" and shall be equipped with at least one (1) advanced function ATM.

2. **TERM.** The Lease term will begin on June ____, 2011 and shall continue through December 31, 2015 ("Initial Term").

3. **RENEWAL TERMS.** In the event Tenant and Landlord extend the Banking Services Agreement for the one (1) year renewal option, this Lease will be evaluated and adjusted accordingly. A renewal option for this Lease does not exist without the extension of the 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 Banking Services Agreement. That 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. **POSESSION.** 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 Lease 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 University 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, accepting consumer loan applications (excluding credit cards and student loans), 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 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 to operate a business or 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 unreasonably 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. SIGNS. Tenant shall have the right to install signs on the Demised Premises. The size, content, design and location of each sign shall be subject to Landlord’s prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed).

10. 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.

11. 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.

12. 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.
13. **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 Lease 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 per occurrence and $5,000,000 in the aggregate, 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. 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. 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.
14. **INDEMNIFICATION.**
Intentionally left blank

15. **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.

16. **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.

17. **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.

18. **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.

19. **MECHANICS LIEN.** Neither Tenant nor 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.
20. DEFAULT. Tenant shall be in default of this Lease if Tenant fails to fulfill any material Lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any default 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 within such period commence such cure and thereafter diligently prosecute 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 material Lease obligation or term by which Landlord is bound. If Landlord fails to cure any such default within thirty (30) days after receipt of written notice of such default from Tenant, then Tenant may perform the same for the account of and at the expense of Landlord, and 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.

21. 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.

22. CONDITION SUBSEQUENT. The effect of this Lease shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Tenant do not grant approval of such Lease or the providing of the agreed services, then Tenant shall be released from further obligation under this Lease and agrees to release Landlord from same, provided, however, that in such event, Tenant shall 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.

23. 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 applicable rules promulgated for the operation of the Building by the Landlord provided
such rules do not conflict with any laws or regulations applicable to Tenant's business and do not unreasonably impair E-BRANCH operations. Tenant's employees, while working at the E-BRANCH, 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.

24. **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:**

Eric C. Jones, Assistant Treasurer  
Loyola University of Chicago  
820 N. Michigan Avenue, 7th Floor  
Chicago, IL 60611

**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.

25. **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.

26. **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.

27. **CONSENT NOT UNREASONABLY WITHHELD.** All consents, permissions and approvals required or permitted by Landlord hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.

28. **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.

29. **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.

30. **ENTIRE AGREEMENT/AMENDMENT.** This Lease is an exhibit to and an integral part of the Banking Services 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.

31. **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.

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

33. **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.

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

35. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Illinois (without regard to conflicts of law provisions of the State).

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Lease on its behalf, as of the Effective Date.

Loyola University of Chicago
("Landlord")

By: William J. Leend
Title: Senior Vice President for Finance and CFO
Date: June 2, 2011

PNC Bank, National Association
("Tenant")

By: [Signature]
Title: Sr. Vice President
Date: 6-3-2011
Exhibit A

E-BRANCH Lease

"Floor Plan"
The University Marks, logos and other graphics as specified will be provided separately to PNC Bank.
EXHIBIT E

PNC BANK MARKS

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

PNC Logo, PNC bank name in text form, pnc.com

2. The University agrees to use the PNC Marks in accordance with the standards set forth below:
   
a. PNC must approve the "PNC" name being used.
   
b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words
   
c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way
   
d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC
   
e. The PNC logo may be reversed out of a dark color to white

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

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”), is effective as of the _2_ day of June 2011, (“Effective Date”), and entered into by and between is entered into by and between Loyola University of Chicago, an institution of higher education organized and operated under the laws of the State of Illinois, having offices at 820 N. Michigan Avenue, Chicago, IL 60611 (“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, the University maintains and operates a Website in which information regarding the 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 the 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 the University’s Websites. The University agrees that it will comply with all of the requirements and restrictions set forth on Schedule A to this Exhibit F.

(b) The 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 the 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) The 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, intending to be legally bound, 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: William G. Laird

Name: William G. Laird

Title: Senior Vice President for Finance and CFO

Date: June 2, 2011

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: Nickolas Certo

Title: Senior Vice President

Date: 6-3-2011
SCHEDULE A
TO “EXHIBIT F”
PNC BANK MARKS

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

PNC Logo, PNC bank name in text form, pnc.com

2. The University agrees to use the PNC Marks in accordance with the standards set forth below:

   a. PNC must approve the “PNC” name being used.

   b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words

   c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way

   d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC

   e. The PNC 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 will be provided separately to PNC Bank.
UNIVERSITY BANKING SERVICES AGREEMENT WAIVER

THIS UNIVERSITY BANKING SERVICES AGREEMENT WAIVER ("UBSA Waiver") is effective as of the 9th day of March, 2012 ("UBSA Waiver Effective Date") and entered into by and between Loyola University of Chicago, an Illinois not-for-profit corporation ("University") and PNC Bank, National Association, a national banking association ("PNC Bank"), (each a "Party" and, collectively, the "Parties").

WHEREAS, University and PNC Bank entered into that certain University Banking Services Agreement dated June 2, 2011 (the "Agreement"), pursuant to which the Parties agreed to offer PNC Bank's Program to the University’s Constituents.

WHEREAS, PNC Bank has been made aware of the University’s long-standing relationship with the financial institution currently known as BMO Harris Bank, N.A. (and with any successors or assigns, "Harris") and the location of its manned bank branch, which branch includes ATMs, at 6538-40 N. Sheridan Rd., Chicago, Illinois (the "Harris Branch").

WHEREAS, the Parties wish to waive certain portions of the Agreement, pursuant to Section 27 of the Agreement, as they may apply to certain actions by Harris and to certain transactions entered into between the University and Harris.

NOW THEREFORE, in consideration of the mutual provisions of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Pursuant to Section 27 of the Agreement, PNC Bank specifically waives the applicability of Section 6(f) of the Agreement with respect to Harris's relocation, establishment and/or operation of a manned branch on the University's campus, including any ATMs, from time to time, and with respect to any leases or agreements that may be entered into by and between the University and Harris from time to time which relocate the Harris Branch to alternative space owned or controlled by the University (the "Permitted Activities").

2. Notwithstanding anything to the contrary contained in the Agreement, neither the Harris Branch nor the Permitted Activities described in Section 1 of this UBSA Waiver shall constitute a breach of the Agreement by the University.

3. This UBSA Waiver shall be effective during the entire Term of the Agreement, including any applicable Renewal Terms.

4. Except as specifically provided herein, the Agreement shall continue in full force and effect in accordance with its terms as in existence on the date set forth above.

5. All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

[Signatures appear on the following page.]
IN WITNESS WHEREOF, intending to be legally bound, each Party hereto has caused its duly authorized representative to execute duplicate counterparts of this UBSA Waiver on its behalf, as of the UBSA Waiver Effective Date.

PNC Bank, National Association

By: [Signature]
Name: Nicholas Canto
Title: Sr. Vice President
Date: 3-12-2012

Loyola University of Chicago

By: [Signature]
Name: William G. Laird
Title: Sr. Vice President, Finance & CFO
Date: 3-20-2012
FIRST AMENDMENT TO UNIVERSITY BANKING SERVICES AGREEMENT

This FIRST AMENDMENT TO UNIVERSITY BANKING SERVICES AGREEMENT (this “First Amendment”) is made and entered into this 3rd day of February 2016 by and between Loyola University of Chicago, an Illinois not for profit corporation (“University”), and PNC Bank, National Association, a national banking association (“PNC Bank”). PNC Bank and University are sometimes referred to in this First Amendment as a “Party” or collectively as the “Parties.”

WHEREAS, University and PNC Bank are parties to that certain University Banking Services Agreement (including the exhibits attached thereto, the “Original Agreement”) made and entered into as of June 2, 2011, pursuant to which, among other things, PNC Bank agreed to offer the Program to Constituents of University, all as more specifically described in the Original Agreement; and

WHEREAS, pursuant to and consistent with Section 20 of the Original Agreement, University and PNC Bank desire to amend the Original Agreement and enter into this First Amendment to, among other things, renew the Original Agreement, all on the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and adequacy of which is hereby expressly acknowledged, the Parties agree as follows:

1.0 Amendments to the Original Agreement.

1.1 Term. Notwithstanding anything to the contrary in the Original Agreement: (a) as of the Effective Date, the Parties agree that the Original Agreement is renewed for an additional three month period, to expire on March 31, 2016 (this “Renewal Term”); (b) this Renewal Term will constitute a Renewal Term as defined in the Original Agreement and the Initial Term, this Renewal Term and any other Renewal Term pursuant to the Original Agreement will constitute the “Term” of the Original Agreement; and (c) for purposes of this First Amendment, the Parties agree to waive and not require compliance with the notification requirements and notification periods of Sections 2(a), 2(b) and 17(c) of the Original Agreement.

1.1.1 Effective Date. As used in this First Amendment, the term Effective Date shall mean January 1, 2016.

1.2 Royalty, Payment Terms. Notwithstanding anything to the contrary in the Original Agreement, including without limitation with respect to any Program Goals, Program Goal Totals and new Student, faculty and staff accounts set forth in the Original Agreement, the Parties agree that, during the Renewal Term, PNC Bank will pay University Royalty payments as follows, in accordance with Section 3(h) of the Original Agreement:

<table>
<thead>
<tr>
<th>January 2016</th>
<th>February 2016</th>
<th>March 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,400</td>
<td>$2,550</td>
<td>$2,550</td>
</tr>
</tbody>
</table>

For the avoidance of doubt, the Parties agree that the above Royalty payments have been calculated based on the 2015 calendar year Royalty in the Original Agreement ($85,000) multiplied by 4% for January 2016, 3% for February 2016 and 3% for March 2016.

2.0 Terms. Except as expressly modified hereby, all other terms and provisions of the Original Agreement will remain in full force and effect. Any references to the defined term “Agreement” in the Original Agreement include this First Amendment. Except as otherwise provided in this First Amendment, capitalized terms used herein but not defined herein have the meanings ascribed to them in the Original Agreement.
3.0 **Entire Agreement.** As of the Effective Date, the Original Agreement and this First Amendment constitute the entire agreement and understanding among the Parties with respect to the subject matter therein and herein and the transactions contemplated therein and herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged therein and herein and are superseded thereby and hereby.

4.0 **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which will be deemed a duplicate original.

5.0 **Section Headings.** The headings contained in this First Amendment 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 First Amendment.

[Remainder of page intentionally left blank. Signature page follows.]
IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

LOYOLA UNIVERSITY OF CHICAGO

By: [Signature]
Name: Robert A. Munson
Title: Senior Vice President for Finance and CFO

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Nicholas Cerio
Title: Senior Vice President
SECOND AMENDMENT TO UNIVERSITY BANKING SERVICES AGREEMENT

This Second Amendment to University Banking Services Agreement (this "Second Amendment") is made and entered into as of the 1st day of April, 2016 (the "Second Amendment Effective Date") by and between Loyola University of Chicago ("University") and PNC Bank, National Association ("PNC Bank"). Except as otherwise provided in this Second Amendment (including the DoE Compliance Provisions, as defined below), all capitalized terms used in this Second Amendment (including the DoE Compliance Provisions) shall have the meaning given them in the Agreement (as defined below). PNC Bank and the University are sometimes referred to in this Second Amendment as a "Party" or collectively as the "Parties."

WHEREAS, the University and PNC Bank entered into that certain University Banking Services Agreement dated as of June 2, 2011 (the "Original Agreement"), as supplemented by that certain University Banking Services Agreement Waiver dated as of March 9, 2012 (the "Waiver") and as amended by that certain First Amendment to University Banking Services Agreement dated February 3, 2016 (the "First Amendment" and together with the Original Agreement and the Waiver, the "Agreement"); and

WHEREAS, pursuant to and consistent with Section 20 of the Original Agreement, the Parties have agreed to amend the Agreement as reflected in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and adequacy of which is hereby expressly acknowledged, the Parties agree as follows:

1. Section 2 of the Original Agreement, "Term", shall be deleted in its entirety and replaced in its entirety with the following:

   "2. TERM

   (a) The Agreement shall commence on the Effective Date and shall terminate on December 31, 2020, unless earlier terminated as otherwise provided herein ("Term")."

2. Any references in the Original Agreement to "Program Goals" shall be amended to "Program Expectations".

3. Section 3 of the Original Agreement, "Royalty, Payment Terms", shall be deleted in its entirety and replaced in its entirety to read as follows:

   "3. ROYALTY, PAYMENT TERMS

   (a) Each January of the Term, beginning with January 2017, the Parties shall conduct an annual Program review, which shall include a comparison of the performance of the applicable year to the agreed upon Program Expectations. Account numbers in this Section 3 are based on a January -
December calendar year. Program Expectations may be adjusted only by mutual written agreement in accordance with this Agreement.

(b) In exchange for the consideration provided under this Agreement, PNC Bank shall pay to the University an annual license fee ("Royalty") calculated in accordance with this Section 3(b) and/or, if applicable, Sections 3(c), 3(d) and/or 3(e) of this Agreement. In the event the University attains the Program Expectations Total for a calendar year as specified below, PNC Bank shall pay to the University the following Royalty no later than the dates set forth in Section 3(f) of this Agreement:

<table>
<thead>
<tr>
<th>Year</th>
<th>New Student Accounts</th>
<th>New Work Place Accounts (faculty and staff)</th>
<th>Program Expectations Total</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>900</td>
<td>25</td>
<td>925</td>
<td>$50,000</td>
</tr>
<tr>
<td>2017</td>
<td>1025</td>
<td>25</td>
<td>1050</td>
<td>$55,000</td>
</tr>
<tr>
<td>2018</td>
<td>1125</td>
<td>25</td>
<td>1150</td>
<td>$60,000</td>
</tr>
<tr>
<td>2019</td>
<td>1250</td>
<td>25</td>
<td>1275</td>
<td>$65,000</td>
</tr>
<tr>
<td>2020</td>
<td>1250</td>
<td>25</td>
<td>1275</td>
<td>$65,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Payments:</strong></td>
<td><strong>Total Payments:</strong></td>
<td></td>
<td><strong>$295,000</strong></td>
</tr>
</tbody>
</table>

(c) In the event the Program Expectations by category are not met as stated in Section 3(b) of this Agreement, but the Program Expectations Total for new accounts is met in any calendar year during the Term, PNC Bank shall pay the University as set forth in Section 3(b) of this Agreement.

(d) Notwithstanding Section 3(b) of this Agreement, in the event that the University does not attain the Program Expectations Total for any calendar year as specified in Section 3(b) above, PNC Bank will pay to the University for any such calendar year a minimum guaranteed Royalty equal to the greater of: (i) an amount equal to the Royalty stated in Section 3(b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the applicable calendar year and the denominator of which is the Program Expectations Total for that calendar year; or (ii) an amount equal to 75% of the Royalty stated in Section 3(b) above for the applicable calendar year.

(e) In any calendar year for which the Program Expectations Total (as set forth in Section 3(b) of this Agreement) is exceeded and at least 66.6% of the New Work Place Accounts expectations (as set forth in Section 3(b) of this Agreement) are met, PNC Bank shall pay to the University additional payments as follows:
(f) Annual Royalties (including any additional payments pursuant to Section 3(e) of this Agreement) shall be paid not later than the first day of March of the calendar year following the calendar year to which the payment relates, as set forth below:

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

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

(h) All payments made by PNC Bank hereunder shall be by ACH sent to the account designated in writing by the University.

(i) Notwithstanding anything to the contrary contained in this Agreement: (i) if any applicable federal or state law, rule, regulation or legal requirement is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over the University or PNC Bank (“New Law”), and (ii) the New Law either: (a) makes it impossible, impracticable or unduly burdensome (as determined by a Party for itself in such Party’s sole discretion) for: (1) PNC Bank to deliver the Financial Services under the Program; or (2) the University to satisfy its obligations under this Agreement; or (b) substantially impairs the value of this Agreement to either Party, then either Party shall promptly notify the other Party in writing no later than thirty (30) days after learning of the pending or actual enactment of the New Law, and then the Parties shall meet as soon as practicable to discuss in good faith this Agreement and the continued viability of this Agreement as intended by the Parties, and work together using reasonable efforts on mutually agreeable amendments,
modifications and changes to this Agreement to achieve the Parties' mutual objectives, consistent with such New Law. Within sixty (60) days from the date of the notice described in the preceding sentence or the effective date of New Law, whichever is sooner, if the Parties are unable to come to a mutually acceptable agreement per this Section 3(i), then this Agreement shall be terminated. For each partial or total calendar year after the effective date of the New Law, but prior to the termination of this Agreement, PNC shall be excused from making to the University, any Royalty payment or additional Royalty payment under this Section 3, if the making of such payment is illegal or otherwise prohibited by any such New Law. If this Agreement is terminated for any reason, a final Royalty payment shall be made to the University within sixty (60) days of such termination, calculated as the applicable annual target Royalty payment multiplied by the sum of expected volume percentages for the months elapsed in the Royalty calculation period as shown in the table below:

<table>
<thead>
<tr>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>6%</td>
<td>23%</td>
<td>17%</td>
<td>20%</td>
<td>11%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
</tr>
</tbody>
</table>

For example purposes only, if the Agreement is terminated in May, then the final Royalty payment would be calculated by adding the sum of the percentages set forth above for January through May (4% + 3% + 3% + 3% + 6% = 19%), with PNC Bank paying the University that sum percentage of the target Royalty for the applicable calendar year.”

4. Section 4 of the Original Agreement, “Products and Services”, shall be amended to add a new Section 4(c) to read as follows:

“(c) To the extent permitted by applicable laws, rules, regulations and legal requirements and without limiting PNC Bank’s duties, obligations and responsibilities under this Agreement, PNC Bank may, independent from the Financial Services and PNC Banks’ performance under this Agreement, independently market its financial products or services to Constituents who: (i) Are or become PNC Bank customers; (ii) Solicit financial information within a PNC Bank branch; or (iii) Independently utilize electronic media for information regarding PNC Bank products and/or services. PNC Bank agrees to comply with, and represents and warrants that during the Term PNC Bank shall comply with, all applicable laws, rules, regulations and legal requirements in the performance of all actions taken in connection with this Agreement, including, but not limited to, any New Laws enacted by a supervisory or enforcement agency with authority over PNC Bank; the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et seq., including, but not limited to, its requirements regarding the protection of young consumers; the Truth in Lending Act, 15 U.S.C. § 1650 et seq., 15 U.S.C. § 1637 et seq.; the Truth in Savings Act, 12 U.S.C. § 4301 et seq.; and the CAN-SPAM Act of 2003, 15 U.S.C. § 7701 et
seq. (“CAN SPAM”), and all their respective implementing regulations, all as amended, modified or supplemented from time to time.”

5. Section 6(d) of the Original Agreement shall be deleted in its entirety and replaced in its entirety to read as follows:

“(d) Grant PNC Bank ATM deployment privileges on campus for a minimum of five (5) ATMs as of the Effective Date. One (1) of the ATMs shall be located in or near the E-BRANCH, and the grant and privileges associated with such ATMs shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and the University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference, as amended from time to time.”

6. New Section 12(e) shall be added to the Original Agreement to read in its entirety as follows:

“(e) The Parties agree that marketing materials related to the Program may be communicated electronically from time to time. In order for either Party to become the designated “Sender” with respect to CAN SPAM, the applicable Party must meet certain applicable requirements of CAN SPAM, and the Parties each agree that: (i) prior to the distribution of applicable materials, the Parties shall mutually agree on which Party shall be the Sender under CAN SPAM; and (ii) the Party engaged as the Sender shall comply with the applicable requirements of CAN SPAM when engaged as the Sender. To the extent required under and consistent with applicable law, rule, regulation or legal requirement, the Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN SPAM.”

7. Section 17(c) of the Original Agreement is hereby deleted in its entirety.

8. Section 25 of the Original Agreement is hereby revised to update the addresses as follows:

If to the University, then to: It to PNC Bank, then to:
Loyola University of Chicago PNC Bank, National Association
820 N. Michigan Avenue, 7th Floor 300 Fifth Avenue, 23rd Floor
Chicago, IL 60611 Pittsburgh, PA 15222
Attn: Eric C. Jones, Treasurer Attn: Manager, University Banking

With a copy to: With a copy to:
Loyola University of Chicago PNC Bank, National Association
820 N. Michigan Avenue, 7th Floor 300 Fifth Avenue, 19th Floor
Chicago, IL 60611 Pittsburgh, PA 15222
Attn: Vice President and General Attn: Counsel, University Banking
Counsel
9. The Original Agreement is hereby amended to include Exhibit G, Department of Education Cash Management Compliance Provisions ("DoE Compliance Provisions"), attached to this Second Amendment, and the DoE Compliance Provisions are hereby incorporated into, made a part of and subject to the Agreement.

10. Section 2 of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:

"2. Grant of License

The University hereby grants to PNC Bank, or its affiliate, a license, 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 Schedule A-1 attached to this ATM Agreement and in the Licenses."

The second sentence of Section 3 of Exhibit A of the Agreement is hereby deleted in its entirety. Schedules A-1 through A-6 Exhibit A of the Agreement are hereby deleted in their entirety and replaced in their entirety by Schedule A-1 to Exhibit A attached to this Amendment.

11. Except as expressly modified hereby, all other terms and provisions of the Agreement shall remain in full force and effect. Any references to the defined term "Agreement" in the Agreement include this Second Amendment. As of the Second Amendment Effective Date, the Agreement, as amended hereby, together with this Second Amendment constitute the entire agreement and understanding among the Parties with respect to the subject matter therein and herein and the transactions contemplated therein and herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged therein and herein and are superseded thereby and hereby. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed a duplicate original.

[Remainder of page intentionally left blank; signature page follows.]
IN WITNESS WHEREOF, intending to be legally bound, each Party hereto has caused such Party's 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: [Signature]

Nickolas Certo
Title: Senior Vice President

Date: 7-6-2016

**Loyola University of Chicago**
(“University”)

By: [Signature]

Robert A. Munson
Title: Senior Vice President for Finance and CFO

Date: 6-30-2016
## SCHEDULE A-1 TO EXHIBIT A

### LOCATIONS

<table>
<thead>
<tr>
<th>Location</th>
<th>Location Address</th>
<th>Blanket Liens or Mortgage (Yes or No)</th>
<th>Name of Lien/Interest Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Damen Student Center</td>
<td>Damen Student Center 6511 North Sheridan Chicago, IL 60626 1st Floor next to PNC branch</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>2. Simpson Student Living Learning Center</td>
<td>Simpson Center 6333 North Winthrop Chicago, IL 1st Floor near multipurpose room</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>3. Sullivan Center</td>
<td>Sullivan Center 6339 North Sheridan Chicago, IL 60660 First level between entrances</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>4. Klarchek Information Commons</td>
<td>Information Commons 6501 North Kenmore Chicago, IL 60660 1st Floor adjacent to café</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>5. Terry Student Center</td>
<td>Baumhart Hall 26 East Pearson Chicago, IL 60611 1st Floor</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>6. Corby Law Center (This ATM shall be removed before December 31, 2016, during the University’s scheduled winter break in accordance with the Agreement).</td>
<td>Corboy Law Center 25 East Pearson Chicago, IL 60611 Basement Level near food service area</td>
<td>No</td>
<td>None</td>
</tr>
</tbody>
</table>

Each of the Locations listed in this Schedule A-1 to Exhibit A is owned by the University.
EXHIBIT G

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE PROVISIONS

1. Definitions. For purposes of these DoE Compliance Provisions, the following terms have the meanings set forth below:

(a) "Award Year" shall mean each year during the Term of the Agreement in which a Party is entitled to receive compensation as defined under the Agreement (e.g., royalties).

(b) "DoE Regulations" shall mean the Department of Education regulations effective July 1, 2016 and set forth in 34 CFR Part 668 (RIN 1840-AD14, Docket ID ED-2015-OPE-0020), as amended from time to time.

(c) "PNC Financial Account" shall mean a Student’s checking or savings account, prepaid card account or other consumer asset account held directly or indirectly by PNC Bank that is offered by PNC Bank under the Agreement (which does not include credit cards).

(d) "Secretary" means the Secretary of the Department of Education.

(e) "Student" means a full- or part-time student of the University, as identified by the University in the University’s sole discretion.

(f) "Student Complaint" shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank’s products or services offered under the Agreement who is also a Student, expresses dissatisfaction with PNC Bank’s products, services and/or business practices within the scope of the Agreement, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means.

(g) "Title IV" shall mean Title IV of the Higher Education Act of 1965, as amended, and any rule and regulation issued thereunder.

2. Student Choice

(a) Tier Two Arrangement. The Parties agree and acknowledge that the Agreement constitutes a "Tier two arrangement" under the DoE Regulations, and as a result, the University is subject to the DoE Regulations.

(b) Process. No later than the applicable effective date required by the DoE Regulations, the University shall, to the extent applicable, establish a process which includes multiple options for Students to receive direct payments for Title IV program funds in
accordance with the DoE Regulations. PNC Bank does not provide any Title IV payment services on behalf of the University.

(c) **PNC List.** No later than the applicable effective date required by the DoE Regulations, for the benefit of Students, the University shall provide a list of the major features and fees commonly assessed with the PNC Financial Account (the “PNC List”). In order to create the PNC List, PNC Bank shall provide to the University all necessary information, data, and disclosures, and the University and PNC Bank as applicable, shall comply with the provisions of Section 4 and 5 of these DoE Compliance Provisions.

(d) **Other DoE Regulations Requirements.** The Parties shall use commercially reasonable efforts to ensure the PNC List satisfies the applicable DoE Regulations requirements regarding the format and content established by the Secretary no later than the applicable effective date required by the DoE Regulations.

3. **Student Complaints**

In the event that the University, through its appropriate and authorized personnel receives a Student Complaint about PNC Bank or the Agreement that (a) the University is unable to resolve, (b) becomes public knowledge (e.g., media) or (c) raises questions related to compliance with the DoE Regulations or any other applicable law, rule, regulation or legal requirement, the University shall promptly notify PNC Bank of the Student Complaint and deliver to PNC Bank a reasonable written summary or copy of such Student Complaint along with relevant associated correspondence and information; provided that the University will not be required to provide any summary, correspondence or information that violates or breaches any applicable law, rule, regulation or legal requirement relating to confidentiality or privacy, including without limitation the Family Educational Rights and Privacy Act of 1974, as amended.

4. **Additional DoE Regulations Compliance**

(a) **Student Consent.** Under the DoE Regulations, the University is required to ensure that Student consent to open a PNC Financial Account has been obtained prior to: (a) providing any personally identifiable information about the Student to PNC Bank (other than directory information, as described in the DoE Regulations); and (b) an access device, or any representation of an access device, being sent to the Student (except that, if applicable, the University may send the Student an access device that is a card provided to the Student for University purposes, such as a Student identification card, so long as the Student’s consent is obtained before validating the access device to enable the Student to access the PNC Financial Account). PNC Bank represents and warrants that it does and will comply with any applicable law, rule, regulation or legal requirement that governs the account opening process, personally identifiable information about Students and providing access devices in connection therewith. PNC Bank always secures the Student’s consent prior to opening a PNC Financial
Account, receiving any personally identifiable information about the Student and providing an access device, as contemplated by the DoE Regulations.

(b) **Agreement.** No later than the applicable effective date required by the DoE Regulations, the University shall disclose, on the University website, a copy of the Agreement, subject to the requirements of the DoE Regulations, including the limitations regarding disclosure of personal privacy, proprietary information technology, or the security of information technology or of physical facilities. In order to satisfy the requirements of this Section 4(b), the University shall comply with Section 5 of these DoE Compliance Provisions.

(c) **Compensation and PNC Financial Account Data**

(1) No later than the applicable effective date required by the DoE Regulations, the University may be required to disclose conspicuously on the University’s website, in a format defined by the Secretary, certain information, which may include, among other things, total consideration for the most recently completed Award Year, monetary and non-monetary, paid or received by the Parties under the Agreement and the number of Students who had PNC Financial Accounts under the Agreement at any time during the most recently completed Award Year and the mean and median of the actual costs incurred by those Students (“PNC Financial Account Data”).

(2) No later than the applicable effective date required by the DoE Regulations, the University shall provide the Secretary with an up-to-date URL for the Agreement for publication in a centralized database accessible to the public.

(3) In order to satisfy the requirements of this Section 4(c), the University shall comply with Section 5 of these DoE Compliance Provisions.

(d) **ATMs.** In accordance with the DoE Regulations, the Parties agree and acknowledge that, pursuant to the Agreement and Master License Agreement effective as of June 2, 2011 by and between the University and PNC Bank, as amended from time to time, relating to, among other things, ATMs, which is also an exhibit to the Agreement (the “ATM Agreement”), Students can execute balance inquiries and access funds deposited in the PNC Financial Accounts through surcharge-free in-network ATMs. PNC Bank will not intentionally take any action in connection with the Agreement or the ATM Agreement that could result in a violation or breach of the DoE Regulations or any other applicable law, rule, regulation or legal requirement or that could result in liability being imposed on the University.

(e) **Best Interest of the Students.** At least every two years during the Term of the Agreement (or as otherwise required by the DoE Regulations), the University shall conduct reasonable due diligence reviews to ascertain whether the fees imposed under the Agreement are, considered as a whole, consistent with or below prevailing market rates (the “Review”).
(1) The University shall provide PNC Bank with a summary of the material findings of the Review within fifteen (15) days from the completion of the Review; provided that the University will not be required to provide any summary, correspondence or information that violates or breaches any applicable law, rule, regulation or legal requirement or University policy, practice or procedure relating to confidentiality or privacy, including without limitation the Family Educational Rights and Privacy Act of 1974, as amended, or that would otherwise compromise proprietary or confidential financial, statistical, information technology or operational information, personal privacy or the security of any information or any facilities.

(2) In accordance with the DoE Regulations, the University shall have the right to terminate the Agreement based on Student Complaints, collectively or individually, or should the University determine through the Review that fees assessed under the Agreement are not consistent with or are above prevailing market rates.

(a) The University agrees that, prior to terminating the Agreement under this Section 4(e)(2), the University shall enter into a sixty (60) day discussion period with PNC Bank (the “Discussion Period”). During the Discussion Period, the University and PNC Bank shall, in good faith, review the findings of the Review to determine if it is inaccurate, non-conclusive, or if corrective action by PNC Bank is necessary.

(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 shall negotiate in good faith to establish a commercially reasonable plan to address the Review or the results from Student Complaints, including, as applicable, any amendment, modification or change to the Agreement (the “Plan”) and an appropriate implementation schedule (the “Plan Implementation Period”). PNC Bank shall begin implementation of the Plan promptly following the date upon which the Parties mutually agree to the Plan in writing. The Plan Implementation Period shall not exceed forty five (45) days from the date upon which the parties mutually agree to the Plan in writing.

(b) If the Parties cannot agree to a Plan in the Discussion Period or if PNC Bank cannot accomplish the Plan within the agreed upon Plan Implementation Period, then the University may terminate the Agreement upon ninety (90) days written notice to PNC Bank.
5. DoE Compliance Information

In order to comply with the DoE Regulations, the University may be required to disclose information that is deemed by PNC Bank or the University 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 Parties agree to the following:

(a) Each Party shall use commercially reasonable efforts to request any applicable information regarding the Agreement or the PNC Financial Account(s) from the other Party, including but not limited to, as applicable: (1) PNC Financial Account Data, or information related thereto; (2) information used to derive the PNC List; and (3) any other applicable information, including the Agreement, which is required to be disclosed under the DoE Regulations.

(b) Neither Party shall provide any DoE Compliance Information which references the other Party or its respective products or services without the prior written approval of the other Party, which approval shall not be unreasonably withheld or withheld in a manner that results in a violation of the DoE Regulations or any applicable law, rule, regulation or legal requirement.

(c) Each Party reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by such Party regarding, as applicable, the other Party, the PNC Financial Accounts and any other information related thereto.

(d) Without limiting anything in these DoE Compliance Provisions, PNC Bank shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of these DoE Compliance Provisions to assist the University with DoE Regulations compliance.

6. Miscellaneous

(a) PNC Bank shall at all times fully and completely work with the University by providing the information it requests to comply with the DoE Regulations and these DoE Compliance Provisions. PNC Bank shall not knowingly take any action in violation of these DoE Compliance Provisions that could result in liability being imposed on the University.

(b) Unless otherwise required by the DoE Regulations, compliance with the DoE Regulations and these DoE Compliance Provisions shall begin as of July 1, 2016.

(c) In no event shall the University or PNC Bank be required to violate or breach these DoE Compliance Provisions, the DoE Regulations or any other applicable law, rule,
regulation or legal requirement to comply with this Agreement. In the event of any conflict between these DoE Compliance Provisions and the DoE Regulations, the DoE Regulations shall control.