

UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 1st day of January 2012, ("Effective Date"), and entered into by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056 ("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").

WHEREAS, the University wants PNC Bank to offer its Program on the University's campus, which includes the University's Oxford, Hamilton and Middletown campuses, (hereinafter the "Campus").

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

1. DEFINITIONS

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

(a) "Account" shall mean any new University-affiliated student, faculty, or staff personal checking account.

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

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

(d) "Branch", shall mean a state-of-the-art branch, located on the University's campus, that can serve the needs of the University's students, faculty and staff, by providing Branch Financial Services, as further described in the Branch Lease. The Branch will be approximately 1200 square feet and will consist of one (1) advanced function ATMs that accepts deposits and withdrawals and cashes checks. The Branch will be staffed PNC Bank branch representatives to assist with normal banking transactions, including but not limited to customer service, account maintenance, new account requests, the issuance of traveler's checks and money orders, and ATM services.

(e) “Constituents” shall mean University’s students, faculty, and staff on all its campuses collectively.

(f) “Credit Unions” shall mean the Miami University Community Federal Credit Union and the First Miami Student Credit Union.

(g) “Financial Services” shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.

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

(i) “New Student List” shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their directory information pursuant to the University’s FERPA policy. This list shall be used by the University to mail PNC Bank’s Program materials in advance of the new student moving onto campus. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement.

(j) “Payment Solutions Agreement” shall have the meaning set forth on **Exhibit G** attached hereto and incorporated herein by this reference.

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

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

(m) “Program” shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder as further described in Section 4(b) below.

(n) “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.

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

(p) “Student-List” shall mean a list of currently enrolled undergraduate and graduate students at the University. This list shall be used by the University, at the beginning of the first year of this Agreement, to mail PNC Bank’s Program material. The Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement, and in such event, the Student-List shall only include those undergraduate and graduate students who have not opted-out of disclosure of their directory information pursuant to the University’s FERPA policy.

(q) “University ID Card” shall mean the University ID card owned and issued by University, or such other identification card issued by the University.

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

(s) “Weblinking” shall have the meaning set forth on **Exhibit F** attached hereto and incorporated herein by this reference.

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2018, (“Initial Term”), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew up to three (3) successive terms of one (1) year each (each a “Renewal Term”), provided that the parties mutually establish new Program Goals and Royalty Payments at least one-hundred and twenty (120) 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”.

3. ROYALTY, PAYMENT TERMS

(a) Each January of the Term, beginning with January 2013, 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 Goals. 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 only by mutual consent.

	2012	2013	2014	2015	2016	2017	2018
Student-New Checking Accounts	3,400	3,500	3,400	3,400	3,500	3,500	3,500
Faculty & Staff -New Checking Accounts	160	160	160	160	160	160	160
Program Goal Total	3,560	3,660	3,560	3,560	3,660	3,660	3,660

(b) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee (“Royalty”) calculated in accordance with this paragraph

or, if applicable, paragraph (c) below. In the event that University attains the Program Goal Total for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

<u>Year</u>	<u>Amount</u>
2012	\$125,000
2013	\$125,000
2014	\$175,000
2015	\$175,000
2016	\$200,000
2017	\$200,000
2018	\$200,000

PNC Bank shall also pay University a one-time guaranteed signing bonus in the amount of Four Hundred Thousand Dollars (\$400,000). The guaranteed signing bonus shall be paid not later than thirty (30) days after this Agreement is fully signed.

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

(d) Notwithstanding subsection 3(b), in the event that University does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph 3(b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) an amount equal to two-thirds ($2/3^{\text{rds}}$) of the Royalty stated in paragraph 3(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 for any calendar year, and eighty percent (80%) of the Faculty/Staff goals have been met, additional Royalty payments would be available as follows:

Percentage Program Goal Total is Exceeded	Percentage of then-current Royalty to constitute Additional Royalty (Maximum allowed - 20%)
1%	1%
2%	2%
3%	3%
4%	4%
5%	10%
6%	11%
7%	12%
8%	13%

9%	14%
10% or greater	20%

- (f) The Annual Royalty will be paid no later than the first day of February of the year following the calendar year to which the payment relates.

YEAR	Due Date
2012	February 1, 2013 for 2012
2013	February 1, 2014 for 2013
2014	February 1, 2015 for 2014
2015	February 1, 2016 for 2015
2016	February 1, 2017 for 2016
2017	February 1, 2018 for 2017
2018	February 1, 2019 for 2018

- (g) The University's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 3 for any year in which the Program Goal Total is met.
- (h) The University may opt, at any time, to implement the ID Card Linking, and the parties agree that any additional business terms for such implementation shall be negotiated if and when the University opts to pursue such implementation. The University acknowledges that it may be difficult to obtain the Program Goal Totals in the absence of the ID Card Linking, and this may result in certain performance and payment variances as described in Section 3(b) of the Agreement.
- (i) All payments made by PNC Bank hereunder shall be by ACH sent to the account designated in writing by the University, by check to the address designated by the University, or delivered by hand.
- (j) The University shall repay to PNC Bank a certain percentage of the signing bonus, described in Section 3(b), should the University terminate the Agreement prior to December 31, 2018 for any reason other than a default by PNC Bank or pursuant to Section 17(d). The percentage paid by the University shall be in accordance with the chart below set forth below.

Year Agreement Terminated	Signing Bonus Repayment Percentage
2012	100%
2013	75%
2014	50%
2015	33%
2016 through 2018	0%

4. PRODUCTS AND SERVICES

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

(b) The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the University campus, via approved University mediums and using approved University Marks. The Program, as set forth on the attached Schedule A to this Agreement, shall include: presenting financial seminars to students and employees; establishing and operating a Branch on campus; offering debit card functionality for the University ID Card to access Accounts (in the University's discretion); opening new Accounts for University students, and employees; and providing student payment solution services. 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 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.

Notwithstanding the foregoing, the advertising and/or promotion of the Program shall not prohibit PNC Bank from marketing its financial products or services to Constituents who:

1. Are or become PNC Bank customers;
2. Solicits financial information within a PNC Bank branch, (which shall include the Branch); or
3. Independently utilizes electronic media for information regarding PNC Bank products and/or services.

(c) Accounts established under this Agreement may be eligible for a co-branded Visa Check[®] Card. PNC Bank 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.

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

(e) PNC Bank agrees to comply with all applicable laws in the performance of all actions taken in connection with this Agreement, including, but not limited to, compliance with the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et

seq., including its requirements regarding the protection of young consumers; the Truth in Lending Act, 15 U.S.C. § 1650, 15 U.S.C. § 1637 as amended; the Truth in Savings Act, 12 U.S.C. § 4301 et seq., and the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, and their implementing regulations.

5. PNC BANK'S EMPLOYEES

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

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

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

(d) When on or about the property of University, PNC Bank agrees that its employees, contractors and agents shall observe the rules and regulations of the University for the general population of its campus and which are found at the Miami University Policy and Information Manual and the Miami University Student Handbook, both of which are publicly available to PNC Bank on the University's website.

(e) PNC Bank shall be fully responsible for the acts of its employees, contractors and agents and shall take all reasonable precautions to prevent injury or loss to persons and property and shall be responsible for all damage to persons or property caused by PNC Bank or its employees, contractors or agents. Further, PNC Bank assumes all liability arising out of dishonesty of its employees, contractors or agents.

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Work in good faith to generally support the Program as follows:

(i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.

(ii) Permit PNC Bank the right to market the Program and Financial Services as University's Preferred Provider, to Constituents;

(iii) 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 University's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed;

(iv) Designate PNC Bank as the only entity permitted to link the University ID Card to deposit accounts;

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

(vi) 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, subject to pre-approval by the University of each specific activity:

Students:

1. Mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement
2. Permitting on-campus access including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc
3. Permitting the conduct by PNC Bank of direct mailings to the University or home addresses to the New Student List.
4. Permitting semi-annual mailings by PNC Bank to the Student List.
5. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws, (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.
6. Permitting the distribution by PNC Bank of Program communications, via distributions methods approved by the University, (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
7. Providing PNC Bank preferred access to common areas for mutually-agreed upon tabling events throughout the year.
8. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University and at no cost to PNC Bank.
9. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
10. Supporting agreed-upon student events to be sponsored by PNC Bank
11. Providing a web link from University's key student web areas on the University's web site to a customized site at www.pnc/muohio and www.pncbank.com/University/apply (on line application) .

12. Permitting the use of intra-campus mail up to three (3) each year for the distribution by PNC Bank of mutually agreed upon Program communications approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld, conditioned or delayed)

Notwithstanding the foregoing, the parties agree that the Credit Unions shall be allowed to actively participate in the activities related to items 3,4,5,8, 11, and 12 immediately listed above. With regard to items 1, 2, 7, 8, 9 and 10, the Credit Unions are not precluded from participating in those activities on their own behalf, but PNC Bank is not obligated to include the Credit Unions in its activities.

Faculty/Staff:

1. Permitting the distribution of materials by PNC Bank at new hire orientations
2. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws, (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.
3. Permitting on-campus access by PNC Bank at University events including but not limited to benefit-related fairs via tabling, and new hires.
4. Facilitating semi-annual mailings by PNC Bank to faculty and staff to the address provided by the University
5. Supporting PNC Bank's presenting agreed-upon on-campus financial seminars from time to time with individual University departments
6. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings
7. Permitting the use of intra-campus mail up to three (3) times per year for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed
8. Permitting PNC Bank to act as a sponsor for University activities/events (*e.g.*, an athletic venue sponsor) at the standard rates for such sponsorships
9. Providing a Web link from University's Human Resources web site and other key areas on the University's web site to a customized site at www.pnc.com/wpb/muohio.

Notwithstanding the foregoing, the parties agree that the Credit Unions shall be allowed to actively participate in the activities related to items 1, 2, 3, 4, 7, and 8 immediately listed above. With regard to items 5 and 6, the Credit Unions are not precluded from participating in those activities on their own behalf, but PNC Bank is not obligated to include the Credit Unions in its activities.

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

(d) Grant PNC Bank ATM deployment privileges on Campus for seven (7) ATMs as of the Effective Date. One (1) of the ATMs shall be located in or near the 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 Lease Agreement between PNC Bank and University and entered into contemporaneously with this Agreement (“Lease”)), which is attached hereto as **Exhibit B** and incorporated herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, seven (7) ATMs, (the “non-PNC ATMs”) exist on the University Campus and are owned and maintained by “First Miami Student Credit Union” and “Miami University Community Federal Credit Union”, (hereinafter the “Credit Unions”). The Credit Union non-PNC ATMs exist on the University Campus as set forth on **Exhibit C** and will remain at their present or comparable locations.

(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 Ohio area. In the event the branch ATM surcharge is increased, then the surcharge applicable to the ATMs hereunder shall also increase. In no event will PNC Bank impose a surcharge hereunder that is applicable only to University’s Constituents; and

(f) Prohibit any other financial institution, which shall include but not be limited to any credit union which does not have a branch on the Campus as of the Effective Date, from establishing and/or operating a manned branch on campus. This restriction shall not apply to the Credit Unions, *provided, however:* (a) the University represents to PNC Bank that it does not currently intend to relocate the Miami University Community Federal Credit Union to a new Campus location during the term of this Agreement except in the occurrence of a catastrophic event which prevents the reasonable use of its current location (e.g., fire, storm damage, etc.); and (b) the Miami University Community Federal Credit Union may continue to regularly send an employee to the University’s branch campuses to conduct retail banking services.

(i) If the University gives the Miami University Community Federal Credit Union an option to relocate to the Armstrong Center it will provide PNC Bank with a comparable relocation option.

(g) Provide a location for the Branch, subject to the approval of PNC Bank, in the Phillip R. Shriver Center.

(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, University's ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights in Privacy Act (FERPA), other applicable laws and regulations, and University's policies and procedures. Except for the files contemplated with respect to the linking service, University shall not be obligated to provide any information to PNC Bank which would require University to obtain the relevant individual's written consent prior to doing so.

(i) Notwithstanding the foregoing, PNC Bank acknowledges and agrees that the University may permit a different financial institution to offer and service a branded-credit card which may be marketed, with the University's assistance, to alumni and donors of the University, even if these alumni/donors are also students/faculty of the University.

(j) PNC Bank acknowledges that the University has ATM lease agreements with Fifth Third Bank and JPMorgan Chase Bank, and that these leases will not expire until August 15, 2012 and May 6, 2012, respectively. Miami will not renew either of these ATM leases beyond the expiration date referenced herein. The existence of these ATMs until the expiration of their lease terms is not a violation of this Agreement.

7. COMMITMENTS OF PNC BANK:

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

- (a) Offer the Program to Constituents;
- (b) Marketing of the Program, which shall include, among other things:
 - At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
 - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;

- At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
- Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Check Card 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, tabling at new student orientation and similar events;
- Linking the University ID card to Accounts;
- Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
- Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data;
- Provide to University a payment of \$35,000 towards the initial cost of re-carding the campus payable to the University upon the launch of a project to implement the service; and
- Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility.

(c) Establish and operate the Branch pursuant to the terms and conditions of **Exhibit B**.

(d) Provide at least two (2) or more on-site branch representatives in the Branch to assist Constituents with routine customer service matters such as account questions, new account requests, service transactions and account maintenance.

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

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

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

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

(b) [Intentionally Omitted]

(c) 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 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 Ohio, having at least an A.M. Best rating (or similar rating) of at least an "A-", as follows:

COMMERCIAL GENERAL LIABILITY

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

(ISO GCL 1998 Form or equivalent required)

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

PNC Bank shall name University as an additional insured on PNC Bank's General, Umbrella, Comprehensive, Crime, and Automobile Liability policies. If PNC Bank fails to maintain any of this insurance, University shall have the right, but not the obligation, to purchase any such insurance at PNC Bank's expense. It is understood and agreed that PNC Bank's insurance applies on a "primary" basis with respect to the performance of any of PNC Bank's rights or obligations hereunder.

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

10. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(b) PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:

(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;

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

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

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

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

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

11. LOCATIONS/SIGNS

University, in accordance with its policies, shall permit PNC Bank to place signs advertising the Program in locations on University's campus that are mutually acceptable to both parties. PNC Bank must have University's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by PNC Bank.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

(a) PNC Bank may advertise the Program in such media and in such manner, as the parties shall mutually agree. PNC Bank may identify University as its client in the ordinary course of its banking business. Notwithstanding the foregoing, University must have PNC Bank's prior written approval for any advertising materials that include any references to PNC Bank's products or services, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by University. PNC Bank's advertising may make factual statements regarding the University, but PNC Bank may not represent Miami University endorses PNC Bank.

(b) The parties may conduct joint promotional activities if they mutually agree to do so.

(c) PNC Bank must have University's prior written approval for any advertising materials that are included in University's publications, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by PNC Bank. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University.

(d) In addition to the provisions of Section 6, University shall provide PNC Bank access to such University resources as may be appropriate and necessary to promote the Program and the Financial Services in appropriate mailings and other applicable media that are provided

to incoming and returning Constituents as mutually agreed upon. Notwithstanding the foregoing, University shall mail annually, at PNC Bank's expense, Program materials prepared by PNC Bank to then-graduating students pursuant to Section 6(b) above.

13. INDEMNIFICATION

To the extent permitted by the Constitution and laws of the State of Ohio, each party (the "Responsible Party") agrees to bear full responsibility for claims arising against the other party, where such claims arise out of or relate to the Responsible Party's (i) breach of the provisions of this Agreement; (ii) the negligent or intentional act or omission of Responsible Party or any of its directors/trustees, officers, or employees; or (iii) violation by Responsible Party or any of its directors/trustees, officers, employees or agents of any applicable laws, regulations, or orders, while in furtherance of the Responsible Party's obligations under this Agreement. Nothing herein shall preclude the Responsible Party from asserting any defenses it may have under law.

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 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 University's operations or conduct of its business (including University's income, employment of personnel, franchise, sales, use and excise taxes).

16. ASSIGNMENT/BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns provided, however, that neither this Agreement, nor any of the rights and obligations hereunder, may be assigned, transferred or delegated by either party,

without the prior written consent of the other party; and provided further, however, that this Agreement may be assigned by either party without the consent of the other party hereto to any Affiliate of the assigning party.

17. TERMINATION

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

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

(c) 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 sixty (60) 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.

(d) Either party may terminate this Agreement in the event that any material change in applicable laws makes the performance of this Agreement illegal or unduly burdensome by providing the other party with ninety (90) days prior written notice that includes a reasonably detailed description of the change in applicable laws and its impact on the terminating party.

18. CONFIDENTIALITY

(a) Each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's 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 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, including the Ohio Public Records Act, 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 prior to the disclosing party's time for production, the disclosing party agrees that the non-disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

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

(d) Upon termination or expiration of this Agreement, PNC Bank shall return to the University (i) all current and prior New Student Lists and Student Lists in PNC Bank's possession and (ii) all contact data for faculty and staff except for those students/faculty/staff who have already utilized a Financial Service prior to the date of the expiration/termination (collectively the "Returned Information"). PNC Bank shall not retain any copies of the Returned Information. PNC Bank shall provide a sworn statement within thirty (30) days after termination/expiration regarding its compliance with this section.

19. ENTIRE AGREEMENT

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

20. AMENDMENT

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

21. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

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

25. NOTICES

All notices which either party may be required or desire to give to the other party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to University then to:

Miami University
107 Roudebush Hall
Oxford, OH 45056
Attn: Treasury Services

With a copy to:
Miami University
Office of the General Counsel
215 Roudebush Hall
Oxford, OH 45056
Attn: General Counsel

If to PNC Bank, then to:

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

With a copy to:

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

The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice

or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

26. RELATIONSHIP

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

Name: Nickolas Cerato

Title: Sr. Vice President

Date: 2-21-2012

Miami University
("University")

By: 

Name: **DAVID K. CREAMER**
Vice President for
Finance & Business Services & Treasurer
Miami University

Title: _____

Date: 2-22-12

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
BRANCH LEASE

EXHIBIT C
NON-PNC ATM

EXHIBIT D
UNIVERSITY MARKS

EXHIBIT E
PNC BANK MARKS

EXHIBIT F
WEBLINKING AGREEMENT

EXHIBIT G
PAYMENT SOLUTIONS AGREEMENT

SCHEDULE A
TO THE AGREEMENT
PROGRAM DESCRIPTION

[Remainder of page intentionally left blank]

EXHIBIT A MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the 1st day of January 2012, ("Effective Date"), and entered into by and between Miami University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

1. License

PNC Bank and University shall from time to time enter into licenses, each such license to be in the form which is attached hereto as **Schedule A** which is a supplement to this ATM Agreement and which, when executed shall constitute a License ("License"), to cover such ATMs and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree.

2. Grant of License

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

3. Location of ATMs

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

4. ATMs

(a) At least one ATM will be an Advanced Function ATM that can dispense cash, accept deposits, cash checks, transfer funds between accounts and provide statements. The remaining ATMs that will be installed shall, at a minimum, 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.

(b) The ATMs shall perform the functions described in Section 4(a) for users holding valid access cards. The ATMs may be part of several networks pursuant to network agreements between PNC Bank and operators of regional networks, (the "Network Agreements"). PNC Bank is required to comply with the marketing standards set forth by the network operator in the Network Agreements.

5. Installations

(a) PNC Bank shall, using its own independent contractors, install at the Locations:

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

(ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs, as are to be installed within the interior of the Locations as specified in the hereinafter described plans (the "Equipment"); and

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

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

(i) at the locations mutually agreed upon;

(ii) University will use its best efforts to obtain approval of the installation from any parties whose approval is required to place an ATM at the Locations. This applies to any ATM installed after the date of this ATM Agreement;

(iii) PNC Bank will be responsible for obtaining, at its expense, all approvals required in connection with the installation, provided that University will cooperate with PNC Bank, and secure the cooperation of

any necessary other parties, as required by local ordinances and practice, in making permit applications;

(iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the installation; and

(v) Upon termination of the Agreement, PNC Bank shall remove the ATMs and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

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

6. Title

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

7. Operation, Servicing, Maintenance and Repair

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

maintenance and repair.

University will:

- (a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;
- (b) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement;
- (c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;
- (d) Maintain the Locations to allow for proper functioning of the ATM.

8. Covenants

- (a) University hereby covenants as follows:
 - (i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;
 - (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and
 - (iii) upon performing all of its covenants and obligations hereunder, PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.
- (b) PNC Bank hereby covenants as follows:
 - (i) its ATMs will (i) comply with all applicable legal requirements, including, without limitation, laws/regulations relating to consumer protection and the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and

- (ii) it shall not use or permit the use of University's Marks without prior written approval of University and subject at all times to University's policies concerning use of such marks.

9. Certain Rights of the Parties

(b) PNC Bank reserves the right to impose a surcharge on users of its ATMs that are subject to this ATM Agreement.

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

10. Performance; Warranty

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

11. Security

(a) University shall maintain security at the Locations in accordance with the standards for security generally at University's facilities; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.

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

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

12. Insurance; Indemnity and Loss

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

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

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

13. Term and Termination

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

14. General

- A. Access:** University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University's reasonable security requirements, if any.
- B. ADA Compliance:** During the Term of the Agreement, 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. University's compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as 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, party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to PNC Bank:

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

With a copy to:

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

If to University then to:

Miami University
107 Roudebush Hall
Oxford, OH 45056
Attn: Treasury Services

With a copy to:

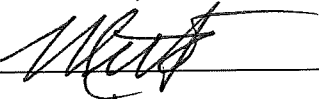
Miami University
Office of the General Counsel
215 Roudebush Hall
Oxford, OH 45056
Attn: General Counsel

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.

- D. 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.
- E. 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: 2-21-2012

Miami University
("University")

By: 

Title: **DAVID K. CREAMER**
Vice President for
Finance & Business Services & Treasurer
Miami University

Date: 2-22-12

SCHEDULE A
Prototype: Not To Be Completed by University

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

1. Location for ATMs to be Installed After the Effective Date:
2. University's Interest in Location:
3. Identity of owner(s) of record of the Location:
4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:
5. Other:

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

University: *David B. Creame*

PNC Bank:

**SCHEDULE A-1
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Shriver Center, (Oxford Campus)
501 East High Street
Oxford OH, 45056

Ground floor

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: David B. Cream

PNC Bank: [Signature]

**SCHEDULE A-2
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Harris Dining Hall, (Oxford Campus)
501 East High Street
Oxford OH, 45056

North wall of lobby

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: David P. Cream

PNC Bank: [Signature]

**SCHEDULE A-3
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

1. Location for ATMs to be Installed After the Effective Date:
Martin Dining Hall (Oxford Campus)
501 East High Street
Oxford OH, 45056

First floor to right of the store entrance

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: Darin B. Creamer
PNC Bank: [Signature]

**SCHEDULE A-4
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Mosler Hall, (Hamilton Campus)
1601 University Blvd.
Hamilton OH, 45011

First floor across from the post office

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: David B. Aemon

PNC Bank: [Signature]

**SCHEDULE A-5
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Johnston Hall, (Middletown Campus)
4200 North University Blvd.
Middletown OH, 45042

To the left of the information booth

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: David B. Creamer
PNC Bank: [Signature]

**SCHEDULE A-6
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

1. Location for ATMs to be Installed After the Effective Date:
Goggin Ice Arena, (Oxford Campus)
501 East High Street
Oxford OH, 45056

Main entrance lobby
2. University's Interest in Location:

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

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

None
5. Other: This Schedule A-6 shall become effective on April 15, 2012, upon the termination of the License Agreement by and between PNC Bank, National Association and International Sports Properties, dated January 22, 2010, (for the ATM located in the Goggin Ice Arena).

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 January 1, 2012 between PNC Bank and University.

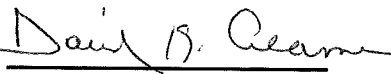
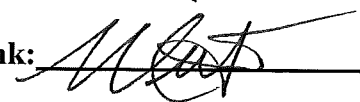
University: 
PNC Bank: 

EXHIBIT B

BRANCH LEASE

THIS BRANCH LEASE AGREEMENT ("Lease") is made effective 1st day of January 2012, ("Effective Date"), and entered into by and between Miami University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056 ("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 Miami University, ("Premises"), on which there is erected the building known as Phillip R. Shriver Center ("Building"); and

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

WHEREAS, this Lease is an exhibit to and an integral part of the University Banking Services Agreement.

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

1. PREMISES. Landlord in consideration of the lease payments provided in this Lease leases to Tenant space within the Building of approximately twelve hundred (1200) 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 "BRANCH" (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Building. Landlord warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. A "Branch" (as defined in the Banking Agreement) to provide "Branch Financial Services" at the Branch. The Branch shall be equipped with at least one (1) advanced function ATM.

2. TERM. The lease term will begin on January 1, 2012 and shall continue through December 31, 2018 ("Initial Term").
3. RENEWAL TERMS. In the event Tenant and Landlord extend the University 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 University Banking Services Agreement.
4. LEASE PAYMENTS. The financial terms and payments associated with the leasing of this space are included in Section 3 Royalty, Payment Terms in the University Banking Services Agreement. The payments and royalties section outlines what will be remitted to the University throughout the term of the relationship and the University shall determine the appropriate internal distribution and allocation methodology.
5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
6. USE OF PREMISES. Tenant shall use the Demised Premises to conduct Branch Financial Services, as defined in paragraph 7 of this Agreement and other related financial service operations only, and for no other purpose. The Demised Premises may be used for any other purpose only with the prior written consent of Landlord.
7. BRANCH FINANCIAL SERVICES. Tenant agrees to provide Branch Financial Services to the University community on the Demised Premises. "Branch 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, 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 Branch 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 with the exception of the Credit Unions as defined by the Banking Agreement.

8. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the right to conduct any construction or remodeling at Tenant's expense that may be required to use the Demised Premises as specified above. Tenant may also construct such internal fixtures within the Demised Premises at Tenant's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which consent shall not be reasonably withheld. Such construction/renovation will be coordinated with Landlord's physical facilities department. 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. Such construction/remodeling will be in compliance with the Ohio Prevailing Wage laws.
9. MAINTENANCE. Landlord shall have the responsibility to maintain the Demised Premises in good repair at all times. This shall include all structural maintenance and items of repair that relate to the building and Landlord's fixtures. Landlord shall clean and maintain all common areas and shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Landlord's reasonable expectations and with the remainder of the Building.
10. ACCESS BY LANDLORD TO PREMISES. Landlord, its agents, employees and contractors shall have the right to enter all parts of the Demised Premises during Tenant's business hours after giving prior notice to Tenant to inspect the same, show the same to prospective purchasers or tenants or for the purposes of maintenance or repair accompanied by a security officer of Tenant during such inspection, and to enforce and carry out any provision of this Lease, and, without assuming responsibility to do so, to make repairs or alterations. In the event of an emergency endangering life or property, or in the event of Tenant's desertion or abandonment of the Demised Premise, Landlord shall have the right to enter by force.
11. UTILITIES AND SERVICES. Landlord shall be responsible for HVAC and water/sewage charges in connection with the use of the Demised Premises by Tenant. Tenant shall be responsible for janitorial services, electricity charges, telephone, video surveillance and internet service within the confines of the Demised Premises. If Tenant wishes to have Landlord provide the janitorial services, the parties acknowledge that a separate arrangement detailing the scope of services and associated costs will be required. Tenant will provide advance notice to Landlord's Information Security Officer regarding the methodology and implementation of the proposed telephone and internet service to the branch.

12. INSURANCE. (a) "Liability Insurance" is insurance providing coverage for sums the insured becomes legally obligated to pay as damages because of an occurrence resulting in property damage or in bodily injury (including sickness and disease, and including death from such injury, sickness or disease), or because of an occurrence resulting in personal injury or advertising injury, an example of which is insurance known at the date of this Agreement as "commercial general liability" insurance (formerly known as "comprehensive general liability"), and which coverage is provided under customary terms, conditions, and limitations, including occurrence-based coverage (and not claims-based coverage) as long as such coverage is available at commercially reasonable rates.
- (b) Tenant shall carry and cause its contractors to carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Landlord's reasonable request. Tenant's Liability Insurance is primary to Landlord's Liability Insurance for occurrences in the Demised Premises. The insurer must be licensed in the state in which the Demised Premises is located, give Landlord thirty (30) days' notice of cancellation or reduction in coverage, and furnish Landlord certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made regarding this Agreement against it by for the named insured for claims made regarding this Agreement against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. Tenant shall carry property insurance with respect to its furniture, fixtures and equipment providing "all risk" coverage. Tenant may use blanket policies.
- (c) Landlord shall carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Tenant's reasonable request. Landlord's Liability Insurance is primary to Tenant's Liability Insurance for occurrences in the Premises outside the Demised Premises. The insurer must be licensed in the state in which the Premises is located, give Tenant thirty (30) days' notice of cancellation or reduction in coverage, and furnish Tenant certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. The parties will coordinate the subrogation clauses of these coverages. To the extent required by any applicable Lease Agreement, Landlord shall carry property insurance on the Premises providing "all risk" coverage with a replacement cost endorsement. Landlord may use blanket policies and property insurance deductibles up to \$100,000.
- (d) Either party may self-insure as long as the self-insuring party's (or its parent corporation's) net worth exceeds \$60,000,000 and the self-insuring party (or its parent corporation) is consistently able to meet its financial obligations as they mature and complies with the law applicable to self-insurance.

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

13. INDEMNIFICATION.

To the extent permitted by the Constitution and laws of the State of Ohio, each party (the "Responsible Party") agrees to bear full responsibility for claims arising against the other party, where such claims arise out of or relate to the Responsible Party's (i) breach of the provisions of this Agreement; (ii) the negligent or intentional act or omission of Responsible Party or any of its directors/trustees, officers, or employees; or (iii) violation by Responsible Party or any of its directors/trustees, officers, employees or agents of any applicable laws, regulations, or orders, while in furtherance of the Responsible Party's obligations under this Agreement. Nothing herein shall preclude the Responsible Party from asserting any defenses it may have under law.

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

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

16. TAXES. Tenant shall have no responsibility to pay any share of common area maintenance charges 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 under the terms of the Lease Agreement. Tenant shall be responsible of payment of any real estate taxes or such similar taxes which are due solely as a result of Tenant's commercial usage of the Demised Premises.

17. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises in which the Demised Premises exist are partially destroyed in a manner that prevents the conduct of Tenant's business within the Demised Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damages are not repairable within sixty (60) days, or if the cost of repair is \$100,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the Premises of which the Demised Premises is a part is condemned, this Lease shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.
18. MECHANICS LIEN. Neither Tenant or anyone claiming through Tenant shall have the right to file mechanics liens or any other kind of lien on the Demised Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
19. DEFAULT. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any obligation within thirty (30) days after written notice of such default is received by Tenant, Landlord may take possession of the Demised Premises without further notice, and without prejudicing Landlord's rights to damages; provided., however that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecuting the same to completion. In the alternative, Landlord may elect to accept a cure of any financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord, including reasonable attorney's fees, if any, by reason of Tenant's defaults.

Landlord shall be in default of this Lease if Landlord fails to fulfill any Lease obligation or term by which Landlord is bound. If Landlord fails to cure any such obligation or term within thirty (30) days after receipt of written notice of such default from Tenant, then Tenant may perform the same for the account of and at the expense of Landlord, 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.

20. EXCUSE OF PERFORMANCE (FORCE MAJEURE). Notwithstanding anything in this Lease to the contrary, if Tenant shall be delayed or hindered in or prevented from performance of any act required herein by reason of any strike, lock-out, labor dispute, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, failure of power, inability to obtain any material or service, Act of God or other reasons of a like nature not related to

the fault of Tenant, then performance of such act by Tenant shall be excused for the period of the delay and the period for the performance of any such act by Tenant shall not be extended for a period equivalent to the period of such delay.

21. CONDITION SUBSEQUENT. The effect of this Lease shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Tenant do not grant approval of such Lease or the providing of the agreed services, then Tenant shall be released from further obligation under this Lease and agrees to release Landlord from same provided, however, that in such event, Tenant remain liable for all direct damages suffered by Landlord. Landlord shall use its best efforts to mitigate its damages by promptly searching for a replacement tenant which will provide the same services at the same rate as Tenant has agreed.
22. TENANT EMPLOYEES. Tenant agrees that it, its employees, agents and subcontractors and all persons about the Demised Premises under its control, shall and will abide by all regulations promulgated for the operation of the Building by the governing body of the Landlord which can be found at the Miami University Policy and Information Manual and the Miami University Student Handbook, both of which are publicly available to PNC Bank on the University's website provided that such rules and regulations do not conflict with any laws or regulations applicable to Tenant's business and do not unreasonably impair Branch operations. Landlord agrees, to the best of Landlord's ability, to promptly notify Tenant at any time that rules or regulations are going to be enacted concerning the operation of the Building which could affect Tenant and further agrees to coordinate such rules and regulations with Tenant so that any special requirements of Tenant in the conduct of its business shall be taken into consideration prior to enactment by Landlord. Tenant's employees, while working at the 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.
23. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt, postage prepaid, addressed as follows:

TO LANDLORD:
Miami University
107 Roudebush Hall
Oxford, OH 45056
Attn: Treasury Services

TO TENANT:

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

Such addresses may be changed from time to time by either party by providing notice as set forth above.

24. AUTHORITY OF PARTIES. Landlord and Tenant each warrants that it is authorized and empowered to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.
25. BINDING OF SUCCESSORS. All terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and to their successor and assigns and legal representatives.
26. CONSENT NOT UNREASONABLY WITHHELD. All consents, permissions and approvals required or permitted by Landlord hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.
27. NO JOINT VENTURE. Nothing contained in this Lease shall be deemed or construed by the parties hereto by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Landlord and Tenant.
28. CONSTRUCTION. The titles of the sections or paragraphs of this Lease are for the convenience of the parties and shall not bind or limit any of the terms or provisions of this Lease. Whenever the context of this Lease requires, the neuter gender includes the masculine or the feminine, and the singular number includes the plural.
29. ENTIRE AGREEMENT/AMENDMENT. This Lease is an exhibit to and an integral part of the Banking Agreement and contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.
30. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be held to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. RECORDING. Neither party shall record this Lease in any form without the prior written consent of the other.
32. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

33. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
34. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Ohio (without regard to conflicts of law provisions of the State).

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.

University
("Landlord")

By: David K. Creamer
Title: DAVID K. CREAMER
Date: 2-22-12 Vice President for
Finance & Business Services & Treasurer
Miami University

PNC Bank, National Association
("Tenant")

By: [Signature]
Title: SR Vice President
Date: 2-21-2012

Exhibit A to Branch Lease
“Floor Plan”

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

EXHIBIT C

NON PNC ATM

1. Miami University Community Federal Credit Union - ATMs

420 Wells Mills Drive
Oxford, OH 45056

By North Campus Parking Garage

Middletown Campus
Hamilton Campus

2. First Miami Student Credit Union – ATMs

a. Shriver Center, (Oxford Campus)
501 East High Street
Oxford OH, 45056

b. King Library

c. Recreation Center

3. Other Banks - ATMs

Shriver Center, (Oxford Campus)
501 East High Street
Oxford OH, 45056
Ground Floor

EXHIBIT D

UNIVERSITY MARKS

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

<http://www.units.muohio.edu/businessservices/trademark-licensing>

PNC Bank shall not be obligated to pay any royalties for the usage of University Marks except as outlined in this Agreement, *provided, however*, PNC Bank shall only utilize licensed vendors for the manufacture of its promotional, non-paper based merchandise which uses University Marks (*e.g., t-shirts, hats, pennants, etc.*)

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. 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 1st day of January 2012, ("Effective Date"), and entered into by and between is entered into by and between Miami University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

3. GRANT OF LICENSE

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

(b) University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University's Marks as set forth on the attached Schedule B, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on Schedule B to this Exhibit F.

4. WARRANTIES

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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: David K. Creamer

Name: **DAVID K. CREAMER**
Vice President for
Finance & Business Services & Treasurer
Title: **Miami University**

Date: 2-22-12

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President

Date: 2-21-2012

**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. 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 reside in the following URL.

<http://www.units.muohio.edu/businessservices/trademark-licensing>

EXHIBIT G

PAYMENT SOLUTIONS AGREEMENT

THIS PAYMENT SOLUTIONS AGREEMENT (the "Payment Solutions Agreement") is effective as of January 1, 2012 (the "Effective Date") and is entered into by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Payment Solutions Agreement is an exhibit to and an integral part of the Banking Services Agreement dated January 1, 2012 between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Payment Solutions Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, as part of the Banking Services Agreement, University desires that PNC process payments and disbursements to students and, in conjunction therewith, provide an on-line service for those payments and disbursements (the "Payment Solutions Service");

WHEREAS, PNC has agreed to provide the Payment Solutions Service;

NOW, THEREFORE, PNC Bank and University agree that a Payment Solutions Service shall be established subject to the terms and conditions of this Payment Solutions Agreement and the Banking Services Agreement, as applicable.

1. OBLIGATIONS OF PNC BANK

During the term of this Payment Solutions Agreement, PNC Bank will process payments and disbursements from the University to students. Examples of such payments include, but are not limited to, financial aid credits, tuition refunds, and emergency loans.

In order to process payments and disbursements, PNC Bank will maintain a database with information, provided by the University, about the students who have opted for the Payment Solutions Service. Such information shall include, but not be limited, to student's name, ID#, payment preference, current mailing address and University e-mail address. PNC will provide the file layouts in order that the University can provide the information needed to process the payments. All such student information provided by University shall be maintained by University in a separately encrypted data base and shall not be shared or used by PNC Bank for any purpose other than providing the Payment Solutions Services.

PNC will design and provide access to a cobranded Payment Solutions website which shall be linked to the University's student website. The website and payment options shall be subject to the approval of the University. The website will allow payees to select how they wish to receive payments from the University from among the following options:

- Direct deposit into a PNC Checking Account
- ACH to other bank account
- Stored Value VISA[®] Card

If the student does not select a payment option on the website, the payment shall be mailed to the student's address as provided by the University.

The timing of the Execution of Payment Delivery is based upon when the University delivers a Payment File and funding to PNC.

For purposes of this Payment Solutions Agreement the term Execution of Payment Delivery shall mean the point in time when a payment has been initiated by PNC and the disbursement begins its required form of transmission to the student payee.

Payment Option	Execution of Payment Delivery no sooner than:
Direct Deposit to PNC Checking Account	1 business day
ACH to non-PNC bank account	2 business days
Stored Value VISA Card	3 business days
Issuance of a paper check	3 business days

The practical timing of delivery of payments communicated to students can be set by the University and changed upon 30 days written notice to PNC. However, in no case shall University require payment delivery sooner than stated in the chart above.

PNC will provide Customer Service to support the Payment Solutions Service from 7:00 A.M. to 10 P.M. EST Monday through Friday, and 8 A.M. to 5 P.M. EST on Saturday and Sunday, excluding federal holidays

PNC will provide the University with Technical Support from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

PNC will provide the Payment Solutions Administrator with monthly reports and online access to payment history and activity.

PNC will remit any unclaimed Title IV (20 USC 1070 et. seq.) funds (that is, unclaimed, uncashed, or non-negotiated Title IV checks), as instructed by the University within the timeframes required by federal law.

2. OBLIGATIONS OF UNIVERSITY

University shall provide PNC with the necessary information and funds in order that PNC may initiate the payment to the student.

a. Information shall be provided via two types of encrypted electronic flat files:

(i) Student file – Student's name, local address, student ID, e-mail address. This data will include whatever information is mutually deemed by University and PNC Bank to be necessary, and shall include the entire student population and all subsequent first-time students - freshmen, transfer, graduate, and professional; and

(ii) Payment File – Student ID, payment amount, and requested disbursement date.

b. Funding will be provided by a wire transfer through the Fedwire system to a designated account at PNC Bank. The method of funding may be changed by University by giving 15 days prior notice to PNC Bank, subject to such additional authorization verifications and certifications as PNC Bank may reasonably require. Regardless of the method of funding, payment must be received by PNC Bank at least one business day prior to the date that the funds will be disbursed to payee. Failure to provide funds at least one business day prior to the desired disbursement date will relieve PNC Bank from all responsibility to process the payment on the payment date desired by the University; however, PNC Bank shall be obligated to disburse said payment as soon thereafter as possible. Furthermore, nothing in this Agreement, or any course of dealing between us, shall be deemed to constitute a commitment or offer by PNC Bank to extend credit or grant overdraft privileges to the University even if PNC Bank has done so on one or more prior occasions.

3. TERM AND TERMINATION

The term of this Payment Solutions Agreement shall run concurrently with the Term of the Banking Services Agreement.

4. FEES

University agrees to pay PNC the fees outlined in **Schedule 1** to this Payment Solutions Agreement. Fees will be invoiced on a monthly basis and will be due no later than thirty (30) days from the date of the invoice.

5. PAYMENT SOLUTIONS ADMINISTRATOR

University shall designate a Payment Solutions Administrator to be the contact with PNC Bank in connection with the Payment Solutions Service. Such designation shall be in writing on the signature page of this Payment Solutions Agreement. The University hereby authorizes such Payment Administrator to give information and instructions to PNC Bank as may be required by the Payment Solutions Agreement or necessary for the operation and maintenance of the Payment Solution Service.

The Payments Solutions Administrator may be changed by the University with at least (7) seven days prior written notice to PNC Bank.

All actions or instructions of the Payment Solutions Administrator with respect to the Payment Solutions Service shall bind the University. The Payment Solutions Administrator may be changed by the University with at least seven (7) days prior written notice to PNC Bank.

6. FILE ERRORS

University acknowledges that PNC Bank will not be responsible for detecting errors in any file transmitted to PNC Bank for payment processing and disbursements, including but not limited to duplicate payments. University shall be solely responsible for any and all errors in files transmitted to PNC Bank (for example, an error in the amount of payment, name or address of payee, type of payment, etc.).

7. CONFIDENTIAL INFORMATION

Any and all information provided by University under Paragraph 2(a) above or maintained in the PNC database referenced in Paragraph 1 above, shall be used by PNC Bank solely to provide the Payment Solution Service in accordance with the terms of this Payment Solutions Agreement in accordance with the provision of Paragraph 1 of this Payment Solutions Agreement and paragraph 18 of the Banking Services Agreement.

[Remainder of page intentionally left blank]

8. **DESIGNATION OF ADMINISTRATOR**

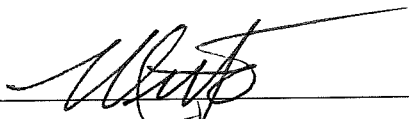
University hereby designates the person below as the Payment Solutions Administrator for the University.

Name: Kristine Cassano
Title: Associate Bursar
Mailing Address: 301 S. Campus Avenue, Room 107
Oxford, OH 45056
E-mail address: cassankl@muohio.edu
Phone: 513-529-8579
Fax: 513-529-8788

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


PNC BANK, NATIONAL ASSOCIATION

UNIVERSITY

By: 

Name: Nickolas Certo

Title: Senior Vice President

By: 

Name: **DAVID K. CREAMER**
Vice President for
Finance & Business Services & Treasurer
Miami University

Title: 2

**SCHEDULE 1
TO "EXHIBIT G"**

FEEES

Direct Costs to the University	Description
Installation Fee	\$20,000 - Waived
Student On boarding Fee	\$0.25 per new student – Waived Year 1
Marketing Expense	No Charge
Option A: PNC Checking	No Charge
Option B: ACH to other financial institution	\$0.33 per transaction
Option C: Prepaid Card	\$2.25 per card issuance
Paper Check (Default)	
First 4,000 checks per year	\$1.25 per check
Each check above 4,000	\$2.00 per check
Exception Processing	\$3.75 per occurrence

Cardholder Costs/Transaction Fees	
Option A: PNC Checking	
Visa Check Card POS transaction	No Charge
Visa Check Card ATM Withdrawal	No Charge
Non-PNC ATM Withdrawal	\$2.50
PNC Visa Check Card Replacement	\$7.50
Option B: ACH	No Charge
Option C: Prepaid Card	
Pre-Paid Card Replacement Fee	No Charge
Inactivity Fee	\$3.00
POS PIN based transactions	No Charge
ATM Withdrawal Fee	\$2 at any non-PNC ATM
Paper Check	No Charge

SCHEDULE A TO THE “AGREEMENT”
PROGRAM DESCRIPTION

Student Banking Program

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

Student Products/Services - PNC provides your students a choice of checking accounts (Virtual Wallet-Student Edition and Free Checking), which enable them to take advantage of the following valuable features and benefits regardless of which account they choose:

- Free PNC VISA® Check Card that can be used at ATMs and to make purchases wherever VISA® is accepted.
- Free account access at over 6,600 PNC Bank ATMs
- Unlimited PNC Bank ATM transactions
- Unlimited teller transactions
- Free AutoAlertssm: e-mail notification when an account falls below a predetermined dollar amount, a direct deposit credits the account or an overdraft occurs.
- Free External transfers into or out of your PNC Bank accounts to other financial institutions.
- Free Online Statements – access your account statements via the web and review and print past statements for up to 18 months.¹
- Free Online Banking² and Bill Pay for checking balances, paying bills, viewing recent transactions, transferring funds³ even changing addresses.
- Free Mobile Banking and Text Message Banking
- One free incoming international or domestic wire transfer into the checking account per monthly billing cycle.
- Courtesy Overdraft – One courtesy overdraft fee waiver on your first overdraft/non-sufficient funds event occurring during the first 12 months after opening your account.⁴
- Customer Service, 7 days a week from 6 AM – Midnight at a special number for students, 1-877-PNC-1000, or 24 hours a day at www.pnc.com/studentbanking.

1. Statement history begins with statements dated after 1/01/06. A fee may be charged if a paper statement is requested in addition to the online statement for an account.
2. There may be a fee for certain services offered through Online Banking. Please see our Consumer Schedule of Service Charges and Fees – Image and Copies, for more information.
3. A Federal regulation limits the number of transfers that may be made from a savings or money market account. Please see our Consumer Schedule of Service Charges and Fees for additional information.
4. Subject to bank overdraft policy
Member FDIC

Virtual Wallet – Student Edition

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

Spend (checking)	Reserve (checking)	Growth (savings)
No minimum balance	No minimum balance	No minimum balance
No monthly service charge	No monthly service charge	No monthly service charge
Unlimited transfers into and out of account	\$1.00 minimum daily balance to obtain APY	\$.01 minimum daily balance to obtain APY
Virtual Wallet or co-branded check card	Unlimited transfers into and out of account	Higher interest rate for balances under \$25,000
Free 30-pack of checks	Free overdraft protection transfers	Free overdraft protection transfers
3 free checks processed per statement cycle - \$.50 per check after	No minimum on overdraft protection transfers	No minimum on overdraft protection transfers
Free overdraft protection set-up	Not designed for check writing	
Free overdraft protection transfers	\$.50 for each check processed	
Non-PNC ATM foreign fee and surcharge rebate with \$2,000 average combined balance Effective 9/12/11 – limit of 2 non-PNC ATM transaction per statement cycle and no non-PNC ATM surcharge reimbursement regardless of balance	Online bill payments cannot be scheduled from this account	
1 Free incoming wire each month		
First event NSF/OD waived		
Free Virtual Wallet iPhone App		

Quick view – provides a high-level summary of the customer's account, including:

- Money Bar
- Current balances
- Messages
- Bill reminders
- Calendar of upcoming week
- Spending overview from previous week
- Five most recent transactions

Reserve Items – Allows customers to set money aside within their Reserve account for future expenses.

Spending Zone – Allows customers to graphically see where they spend money each month, by category.

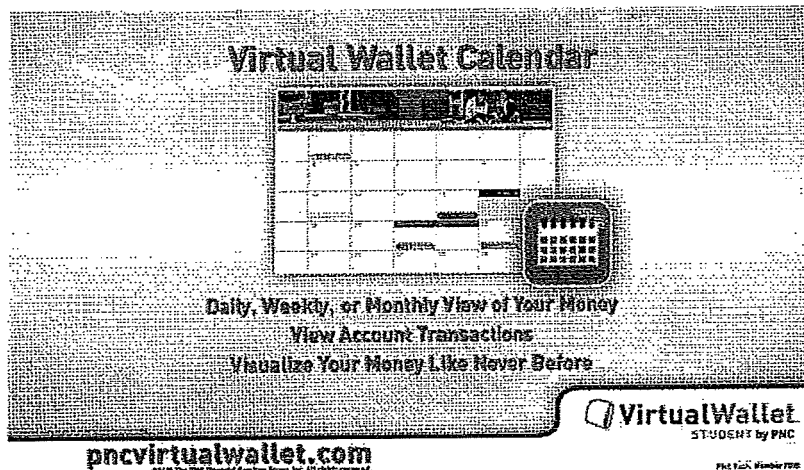
Send Money – customers can transfer money electronically to trusted friends and family where they bank, even if they are NOT named on the account.

“Punch the Pig” – A savings engine in which the customer chooses the amount and frequency; they also can design their own Pig avatar and Pig tone.

Reimbursements – Allows customers to ask their parents, or anyone else, to pay them back for something they’ve purchased, such as school books or meals. Selecting transactions from the transaction list and clicking on the Reimbursement button will create an e-mail with a digital receipt.

Parent Alerts – allows multiple e-mail addresses on a single alert, parents or others can receive the same account alerts that students receive, even if they are not a joint account owner.

Calendar - including school events and image – the calendar will have money management reminders and also include key school events and a school-specific image.



Free Checking

This account is best for people who want to keep things simple and desire an account with no minimum balance requirement and no monthly service charge.

- Free Checking with no minimum balance requirement and no monthly service charge
- Free Online, Mobile, and Text Banking
- Other benefits as outlined above.

Students Traveling Abroad

Students traveling abroad maintain all of the advantages of our student products as listed in the products section of this RFP.

In addition, customers have the ability to place a Foreign Travel Notice Request at no charge. By completing the notice, it will be less likely that the customer's bank card transaction will be declined for suspicious activity while out of the country.

International Students/Visitors Support

PNC recognizes and celebrates our differences. As a customer-focused organization we understand the importance of serving each individual's financial needs in a manner that ensures all feel welcome, understood and valued. By doing so, we can better serve and strengthen our communities, while developing loyalty with our customers.

PNC offers the following to meet the unique needs of your international population:

- Free monthly international wire, in-language brochures and websites, language interpretation services in 170 different languages, and free "Understanding US Banking" class or materials.
- PNC has an entire line of business dedicated to the Multicultural segment. The following Multicultural Programs are currently in place – Hispanic, Asian (Korean, Chinese, Indian) and Polish. Each segment has a specific PNC Bank website to help them identify their banking needs prior to landing in the states and in a language that they are able to resonate with:

pnc.com/espanol

pnc.com/chinese

pnc.com/polish

pnc.com/korean

pnc.com/indian

In addition to the above mentioned websites, PNC has an agreement with Language Line Services, a 24-hour, over-the-phone interpretation service. This service can be used to assist non-English speaking customers who enter a PNC branch for assistance with service or sales questions. The benefits of the Language Line include:

- Interpretation of more than 170 languages
- Ability to ask questions and obtain answers in their own language
- Makes it easier to open the correct financial accounts and ensures the client fully understands the policies and procedures of the bank
- Sense of comfort that allows non-English speaking customers to voice their needs

PNC Bank also has a Spanish-speaking team that is available to assist customers. The Spanish Language Service, located in our Pittsburgh call center, can be reached Monday thru Friday, 8:00 am - 10:00 pm and Saturday and Sunday, 8:00 am – 5:00 pm at 866-HOLA-PNC.

Our University Banking Program will work very closely with your international department to ensure that we are fully engaged in the student's arrival to campus. A few areas to highlight include:

- Free financial literacy seminars on Banking in the United States topics
- Sponsorships and on-site presence at International Student orientations
- Participation during International Open Houses to provide additional financial educational support such as completing wire transfers, Online Banking, traveling abroad, etc.

"Money from Home" and other Parent Features

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

AutoAlertssm

PNC AutoAlertssm are automated e-mail communications that link customers to specific information about their account(s). It is a free service and can be established for the following account types:

- Checking
- Savings
- Money Market

Customers can receive automated notifications about the following types of account activity:

- Direct Deposit – alerts customer the day their funds are available and appears in the account's online activity
- NSF – alerts customer (the next day) if they have non-sufficient funds in their account
- Balance threshold – alerts customer if they are over/under the available balance they selected as their threshold
- Automatic Check Reorder – alerts customer who are signed up for the automatic check reorder when they are close to running out of checks and when a reorder has been placed

AutoAlerts may be established for an account by any of the account's owners, which means parents, can also be notified of these activities if they are added as a joint owner of the account. An account owner may also delete or modify any AutoAlert associated with the account, even those created by another owner.

Online Banking, Mobile Banking and Text Message Banking

PNC's Online Banking and Bill Pay are free to all PNC customers and available 24 hours a day, 7 days a week. In addition, Mobile Banking allows access to accounts and balances and to conduct transactions from your cellular/ PDA device.

Online Banking and Bill Pay features include:

- Account Summary - Stay on top of your finances with a summary of your PNC personal, business and investment accounts.
- Account Activity - Enjoy around-the-clock access to your accounts; check balances, review recent transactions, view images of your checks and more.
- Online Bill Pay - Save time and money; pay your bills in just minutes from one simple screen. You decide who, when and how much to pay.
- Online Statements - Eliminate the paper; receive your statements online and view, print or download up to 18 months of statements.
- Transfer Funds - Move your money to where you need it; transfer funds between your eligible PNC accounts or between your PNC accounts and eligible accounts you own at other financial institutions.
- AutoAlertsSM - Automated e-mail notifications alerting customers about key account activity such as low balances, the arrival of direct deposits or overdrafts on your account.
- Data Export - With just a few clicks, download account activity in Excel, Microsoft® Money, or Quicken® file formats.
- PNC Secure Messaging - Help is only an e-mail away. Send account related inquiries with confidence using the Message Center.
- Quicken® - Users can also update their finances using their personal Quicken software.

Mobile Banking is a free service offered to PNC clients. This service is available for most major service providers and allows customers to:

- Check account balances
- Review recent transactions, with search capability
- Make one-time bill payments to pre-established billers
- Transfer money¹ between eligible PNC banking accounts
- Locate the nearest PNC branches or ATMs

Text Message Banking is another free service available to PNC customers, offering:

- Available balance on all accounts or a specific account
- Review recent transactions
- Text alerts

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

PNC External Transfer

PNC External transfer is a free service offered to eligible PNC account holders¹. This service allows customers to perform the following:

- "Me-to-Me" – transfers between their PNC accounts and their accounts at other financial institutions.
- "Send Money" – transfers from their PNC accounts to accounts held by family, friends or associates within PNC or other financial institutions.

With PNC External Transfers, customers can:

- Transfer funds to and from their own external accounts.
- Transfer funds to external or PNC accounts held by others.
- Schedule one-time transfers and arrange recurring transfers up to a year in advance.
- Create nicknames for recurring transfer plans (e.g., "College Fund").
- Track the status of scheduled transfers and other related activity.
- Receive e-mail updates regarding the status of transfers.
- Generate an e-mail or text message to the recipient notifying them that funds have been sent for "Send Money transfers"

Eligible accounts include: Checking, Savings, Money Market and select Investment accounts.

1. Customer must sign on to Online Banking to perform transfers. Customer must be identified by a social security number and not an employee identification number. They must also have one or more eligible PNC accounts.

Mobile Remote Deposit Capture

PNC's Mobile Remote Deposit Capture provides PNC Mobile application users the ability to initiate a "remote" deposit transaction from with the application. Users must be enrolled in PNC Online Banking and enrolled in PNC Mobile Banking with a supported mobile device to use this service.

The remote deposit uses the camera on the mobile device to capture the images of the check. Once a deposit has been submitted the user will receive confirmation.

Daily and monthly limits will be set based on how long the client has been a customer of PNC. Standard funds availability apply and the deposit cutoff time is 8:00 pm ET on a business day.

PNC Financial Literacy

PNC shares your concern for the financial well being of students, faculty and staff. PNC will provide students' access to financial workshops designed to teach them how to manage their first checking account, budget their finances and address credit needs responsibly. Educational pieces such as Banking 101, Budgeting 101 and Credit 101, in conjunction with workshops dedicated to Identity theft and a variety of other financial topics are available to all constituents, free of charge. These workshops are conducted by knowledgeable PNC employees or licensed financial planners from PNC Investments, LLC, PNC's retail brokerage subsidiary.

PNC also offers web based content which focuses on financial wellness.

"Making the Most of Your Money" fee avoidance web site launched via pnc.com:
http://content.pnccm.com/live/pnc/microsite/Processes/PNC_Fees-and-Process.html

Online financial literacy seminars: http://pnc.financialliteracy101.org/home/resources/financial_Literacy.cfm

Employees also have access to the support of PNC Investments, LLC, PNC's retail brokerage subsidiary, through on-site seminars, conducted by experienced and licensed financial consultants, on subjects such as:

- Investments 101: Seminar for New Investors
- Retirement Planning
- Planning for College
- ABCs of IRAs
- Saving Through Your Company's Retirement Plan
- Asset Allocation for Your Life Stage

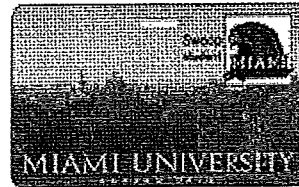
Campus ID Card Linking

PNC card linking technology options offer Universities and students flexibility and convenience. PNC Bank will integrate ID Card linking allowing customers to utilize their Miami ID as an ATM or Point of Sale (POS) card at over 22 million locations where STAR and Plus are accepted. Card users will have the added convenience of using one card for all on and off campus purchases. Students can link, unlink, or select their pin online without the need to visit a branch.

As part of our proposal, PNC will implement ID-Card linking and Miami University constituents will have the ability to link their PNC bank accounts to their Miami ID.

PNC works with University card office managers to create a re-carding strategy that is customized to account for a schools demographics and academic calendar. PNC will assist Miami in coordinating a re-carding event in which PNC will develop and produce the marketing material to promote how students and employees can receive their new cards. The card will continue to be owned and issued by the University.

PNC has implemented ID-Card linking at numerous schools and we have various options to ensure that the University remains FERPA compliant. We also have a specialized team of individuals who are dedicated to our University Banking program and will help to ensure a smooth integration of the technology systems.



Co-Branded VISA® Check Card

As a complement to ID-Card linking, PNC can provide a free co-branded VISA® Check Card. Miami University would have the ability to design its own card. The card is then owned and issued by PNC Bank and is available to any PNC customer in order to expand and strengthen your school's brand.

WorkPlace Banking Program

Employee Products/Services - PNC WorkPlace Banking Program Benefits are dedicated to helping employees make the most of their money and achieve their financial goals, PNC's bank-at-work program is designed to deliver convenience, value, and added benefits.

With WorkPlace Banking's Virtual Wallet Performance or Performance Checking, and direct deposit, faculty and staff can enjoy everyday money management with enhanced benefits and rewards, along with no monthly service charge[†] and:

- Competitive interest rates
- Free PNC-exclusive checks

- Unlimited check-writing
- Refer a Co-Worker Rewards
- Free Banking Rewards Program – PNC points**
- Free Overdraft Protection set up and transfers
- Free PNC ATMs and Non-PNC ATM transactions
- Unlimited reimbursement of non-PNC ATM surcharge fees (Effective 9/12/2011 reimbursement limited to \$8 per statement period.)
- Bonus rates on select Certificates of Deposit and IRA CDs
- Annual fee discount on consumer line of credit**
- Identity-Theft Reimbursement Insurance up to \$5,000***
- Installment loan discounts with direct debit of payment from PNC checking**
- Free onsite educational seminars on popular financial topics
- Enhanced Rewards with a PNC Flexsm, PNCpoints[®], or PNCCashBuilder[®] Visa[®] Credit Card.** PNC Bank representatives can provide complete details.

PNC offers multiple checking options, so we can assist all your employees with their financial needs.

† For Performance or Virtual Wallet Performance the monthly service charge can be avoided if the total amount of all qualifying direct deposits credited to your account during the monthly statement period is at least \$750. A qualifying Direct Deposit is defined as a recurring Direct Deposit of a paycheck or other regular monthly income electronically deposited into a Performance Checking account or the Spend Account for Virtual Wallet Performance by an employer or outside agency. Transfers from one account to another, or deposits made at a branch or ATM, do not qualify as Direct Deposits. Account(s) must also be opened with the appropriate WorkPlace Banking code to be eligible for the program benefits.

*To earn points you must be enrolled in the PNC points program. Visit pnc.com/points for the PNC points Program Terms and Conditions for details. PNC Bank reserves the right to change or terminate the PNC points program at any time. ** All credit subject to approval. ***Covers up to \$5,000 out of pocket expenses incurred to regain your identity and to repair your credit. Certain restrictions and deductibles apply. Coverage applies to Primary checking account only, not to additional checking, savings or money market accounts.

WorkPlace Checking Account Options:

1. Performance Checking

- No monthly service charges with average monthly balance of \$2,000 or more.
- 1 free Savings or Premium Money Market Account.

2. Virtual Wallet Performance

A leading edge solution made up of three distinct accounts combined to form one integrated solution. Virtual Wallet Performance empowers customers to interact with their money on their own terms-providing a “front-row,” high definition view of their money that will help achieve quick financial wins and reach long term savings goals.

Product features		
Spend	Reserve	Growth
<ul style="list-style-type: none"> • Interest on checking • Unlimited transfers into 	<ul style="list-style-type: none"> • \$1.00 minimum daily balance to obtain APY 	<ul style="list-style-type: none"> • No minimum balance, no monthly fee

<ul style="list-style-type: none"> and out of account Virtual Wallet Check Card POS account on Check Card Free PNC Exclusive checks Unlimited check writing (no charge) Free overdraft protection set-up Free overdraft protection transfers Free non-PNC ATM usage (surcharge reimbursed to the Spend account at the end of statement cycle). - Effective 9/12/11, surcharge reimbursement limited to \$8 per statement period. Online statements required upon initial sign-on to online banking 	<ul style="list-style-type: none"> Unlimited transfers into and out of account Free overdraft protection transfers No minimum on overdraft protection transfers; transfer will be in the exact amount of the overdraft Not designed for check writing Online bill payments cannot be scheduled from this account Online statements required upon initial sign-on to online banking 	<ul style="list-style-type: none"> \$0.01 minimum daily balance to obtain APY Higher interest rate for balances under \$25,000. Effective 9/12/11, to qualify for a higher relationship rate on balances less than \$25,000, 5 or more POS purchases must be made during the previous calendar month using a PNC Check Card or <u>PNC Credit Card</u> linked within the Virtual Wallet online view Free overdraft protection transfers No minimum on overdraft protection transfers; transfer will be in the exact amount of the overdraft Online statements required upon initial sign-on to online banking
--	--	---

Performance Checking	Virtual Wallet Performance
<ul style="list-style-type: none"> Checking account earns interest 1 free Savings or Premium Money Market account 	<ul style="list-style-type: none"> All accounts earn interest SPEND account is primary checking account RESERVE account is short-term savings and primary overdraft protection GROWTH account is long-term savings and has a competitive interest rate

The account must meet one of the following requirements in order to waive the \$10 monthly service charge:

Performance Checking	Virtual Wallet Performance
<ul style="list-style-type: none"> \$1,500 average monthly balance in checking \$10,000 combined average monthly balance in checking, savings, money market, investments, installment loans, lines of credit and mortgage Total qualifying direct deposit of \$2,000 or greater per statement cycle 	<ul style="list-style-type: none"> \$1,500 combined average monthly balance in SPEND or RESERVE \$10,000 combined average monthly balance in checking, savings, money market, investments, installment loans, lines of credit and mortgage Total qualifying direct deposits of \$2,000 or greater into the SPEND account per statement cycle

Features and benefits include:

- Free Banking Rewards Program—PNC points
- Free PNC and non-PNC ATM transactions
- Unlimited reimbursement of non-PNC ATM surcharge fees (limited to \$8 per statement period)
- Unlimited check-writing (with Virtual Wallet Performance, on SPEND account)
- Free PNC-exclusive checks (\$8 discount on other styles)
- Bonus rates on select CDs and IRA CDs
- Identity-theft reimbursement insurance up to \$5,000
- Free Overdraft Protection set up and transfers
- \$10 annual fee discount on Safe Deposit Box
- Free American Express Travelers Cheques
- Free PNC Cashier's Checks
- Free Stop Payments
- Free ATM statements
- Online statement optional with Performance Checking; required with Virtual Wallet Performance (once customer authenticates in online banking)

Enhanced Relationship Rewards – PNC Credit Cards*

At PNC, we offer a variety of credit card options to fit employees needs - whether the desire is to earn rewards, get cash back, or save money with a longer introductory rate.

PNC CashBuilder® VISA® Credit Card

- Earn cash back on all your net purchases¹
- No caps on cash back earning potential.

PNC pointssm VISA® Credit Card

- Automatic enrollment in PNC pointssm
- Choose from hundreds of valuable rewards, including name-brand merchandising, cash rewards, gift cards and travel.

PNC Flexsm VISA® Credit Card

- Save money with a low, non-variable rate on balance transfers for the first 24 billing cycles, following account opening².
- Automatic enrollment in the PNC pointssm program.

Visit pnc.com to learn more about PNC's credit card options.

² The introductory APR may end and a Penalty APR may apply if a late payment is made. Generally, payments are allocated to balances with lower APRs before balances with higher APRs. However, any payment made in excess of the minimum payment due will be allocated to balances with higher APRs before balances with lower APRs.

*All subject to credit approval -- these products are offered to employees only; PNC's University Banking program excludes the solicitation of students for PNC Bank's credit card products.

FIRST AMENDMENT TO THE UNIVERSITY BANKING SERVICES AGREEMENT

This First Amendment to the University Banking Services Agreement, ("First Amendment"), is entered into this 1st day of September, 2012, ("First Amendment Effective Date"), by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). All capitalized terms used in this First Amendment shall have the meaning given them in the Banking Services Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012, (the "Agreement"); and

WHEREAS, the University and PNC Bank have agreed to certain changes and wish to formally memorialize these changes to the Agreement in accordance with the provisions of this First Amendment.

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

1. Section 1(n) is deleted in its entirety and replaced in its entirety to read as follows:

(n) Intentionally omitted.

2. Section 3(a) is deleted in its entirety and replaced in its entirety to read as follows:

(a) Each January of the Term, beginning with January 2013, the parties shall conduct an annual Program review, which shall include a detailed analysis of the Program's performance for the previous year. In the event the parties agree to extend the Term for an additional one (1) year, the royalty shall be negotiated by the parties in good faith.

3. Section 3(b) is deleted in its entirety and replaced in its entirety to read as follows:

(b) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee ("Royalty") calculated in accordance with this paragraph. PNC Bank will pay to University the following Royalty:

<u>Year</u>	<u>Amount</u>
2012	\$82,500
2013	\$82,500
2014	\$115,500

2015	\$115,500
2016	\$132,000
2017	\$132,000
2018	\$132,000

PNC Bank shall also pay the University a one-time guaranteed signing bonus in the amount of Four Hundred Thousand Dollars (\$400,000). The guaranteed signing bonus shall be paid not later than thirty (30) days after this Agreement is fully signed.

3. Section 3(c) is deleted in its entirety and replaced in its entirety to read as follows:

(c) Intentionally omitted.

4. Section 3(d) is deleted in its entirety and replaced in its entirety to read as follows:

(d) Intentionally omitted.

5. Section 3(e) is deleted in its entirety and replaced in its entirety to read as follows:

(e) Intentionally omitted.

6. Section 3(g) is deleted in its entirety and replaced in its entirety to read as follows:

(g) Intentionally omitted.

7. Section 3(h) is deleted in its entirety and replaced in its entirety to read as follows:

(h) The University may opt, at any time, to implement the ID Card Linking, and the parties agree that any additional business terms for such implementation shall be negotiated if and when the University opts to pursue such implementation.

8. Except as modified by this First Amendment, the Banking Services Agreement and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

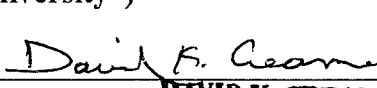
By: 

Name: Nickolas Certo

Title: Sr. Vice President

Date: 8-29-2012

Miami University
("University")

By: 

Name: **DAVID K. CREAMER**
Vice President for
Finance & Business Services & Treasurer
Miami University

Title: _____

Date: 9-5-12

SECOND AMENDMENT TO THE UNIVERSITY BANKING SERVICES AGREEMENT

This Second Amendment to the University Banking Services Agreement, ("Second Amendment"), is entered into this 13th day of May, 2014, ("Second Amendment Effective Date"), by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). All capitalized terms used in this Second Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012 as amended by the First Amendment the University Banking Service Agreement dated September 1, 2012, (the "First Amendment"), collectively (the "Agreement"); and

WHEREAS, the University wants to grant PNC Bank the right to operate (7) ATMs in accordance with the provisions of the Master License Agreement on Campus through May 31st 2015; and

WHEREAS, the University wants to grant PNC Bank the right to continue to operate (1) ATM in accordance with the provisions the Lease Agreement; and

WHEREAS, the University and PNC Bank have agreed to certain changes in the Master License Agreement, Exhibit A to the Agreement, and wish to formally memorialize these changes to the Agreement in accordance with the provisions of this Second Amendment.

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

1. SCHEDULE A-1 TO "EXHIBIT A" (License Agreement) is deleted in its entirety and replaced in its entirety with REVISED SCHEDULE A-1 TO "EXHIBIT A", which is attached hereto and incorporated herein.
2. New SCHEDULE A-7 TO "EXHIBIT A" (License Agreement) is added in its entirety, attached hereto and incorporated herein.
3. As of the Second Amendment Effective Date, the University grants PNC Bank the right to install and operate seven (7) ATMs in accordance with the provisions of the Master License Agreement that was entered into contemporaneously with the Agreement. Until the Agreement is amended as set forth in paragraph 4 of this Second Amendment, the total number of ATMs that PNC Bank may operate and install under section 6(d) of the Agreement shall increase to eight (8).

4. The parties mutually agree to amend the Agreement, in writing, no later than May 31, 2015, in order to authorize the removal of the Martin Dining Hall ATM located at 501 East High Oxford Ohio 45056. Upon full execution of the amendment, PNC Bank shall have the right to install and operate six (6) ATMs in accordance with the provisions of the Master License Agreement, and shall in addition continue to have the right to install and operate one (1) ATM in accordance with the provisions of the Lease Agreement that was entered into contemporaneously with the Agreement and the total number of ATMs that PNC Bank may operate and install under section 6(d) of the Agreement shall revert to seven (7).
5. Except as modified by this Second Amendment, the Agreement and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

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

PNC Bank, National Association
("PNC Bank")

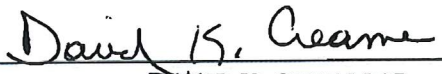
By: 

Name: Nickolas Certo

Title: SVP, University Banking

Date: 5/19/14

Miami University
("University")

By: 

Name: **DAVID K. CREAMER**
Vice President for
Finance & Business Services & Treasurer
Miami University

Title: _____

Date: 5-13-14

**REVISED SCHEDULE A-1
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Miami University
Armstrong Student Center
550 E Spring Street
Oxford, Ohio 45056

LOCATION: Ground level across from Food Court and next to Welcome Desk in alcove

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: David S. Creamer

PNC Bank: [Signature]

**SCHEDULE A-7
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Miami University
Recreation Center
750 South Oak
Oxford, Ohio 45056

LOCATION: In vestibule area at the South Entrance to the center

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: David K. Geame

PNC Bank: [Signature]

THIRD AMENDMENT TO THE UNIVERSITY BANKING SERVICES AGREEMENT

This Third Amendment to the University Banking Services Agreement, ("Third Amendment"), is entered into this 22nd day of May, 2015, ("Third Amendment Effective Date"), by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). All capitalized terms used in this Third Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012 as amended by the First Amendment the University Banking Service Agreement dated September 1, 2012, (the "First Amendment"), and as amended by the Second Amendment dated May 13, 2014, (the "Second Amendment"), collectively (the "Agreement"); and

WHEREAS, the University wants to PNC Bank to remove the ATM located at the Martin Dining Hall, (501 East High Street, Oxford, OH 45056), in accordance with Section 4 of the Second Amendment; and

WHEREAS, the University and PNC Bank have agreed to certain changes in the Agreement, and wish to formally memorialize these changes to the Agreement in accordance with the provisions of this Third Amendment.

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

1. SCHEDULE A-3 TO "EXHIBIT A" (License Agreement) shall be deleted from the Agreement in its entirety.
2. Except as modified by this Third Amendment, the Agreement and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

By: 

Name: Nickolas Certo

Title: SVP, University Banking

Date: 5/15/15

Miami University
("University")

By: David K. Creamer

Name: DAVID K. CREAMER

Title: SR Vice President for Finance +
BUS SVCS

Date: 5/15/15

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

THIS FOURTH AMENDMENT to the University Banking Services Agreement (the "Fourth Amendment") is made and entered into effective as of the 1 day of July, 2015, (the "Fourth Amendment Effective Date"), by and between Miami University ("University") and PNC Bank, National Association, a national banking association with its principal office located at 249 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Fourth Amendment amends the Agreement in accordance with the terms set forth herein, and together the Amendment and the Agreement constitute a single revised Agreement. All capitalized terms used in this Fourth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012 as amended by the First Amendment dated September 1, 2012; and the Second Amendment dated May 13, 2014, and the Third Amendment dated May 22, 2015 (collectively the "Agreement");

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

WHEREAS, the parties hereto wish to formally memorialize these changes in this Fourth Amendment.

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

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

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

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

- (i) the header information must not be materially false or misleading and it must accurately identify the sending computer (15 U.S.C. 7704(a)(1));
- (ii) the subject heading cannot mislead a reasonable recipient as to a material fact about the contents of the e-mail (15 U.S.C. 7704(a)(2));
- (iii) the e-mail must include a valid opt-out mechanism (15 U.S.C. 7704(a)(3)(A)(i)); and
- (iv) the e-mail must include a clear commercial identifier, opt-out notice, and physical address (15 U.S.C. 7704(a)(5)(A)).

2. No sexually oriented e-mails will be sent by either party under this Agreement.

3. The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.

4. The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

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

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

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 7/13/15

Miami University
("University")

By: 
David K. Creamer

Title: SVP for Finance & Business Services

Date: 7/7/2015

M:\University Banking\UBSAMiamiMarketingFourthAmendment-6-26-15

FIFTH AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

THIS FIFTH AMENDMENT to the University Banking Services Agreement (the "Fifth Amendment") is made and entered into this 8th day of March, 2016, (the "Fifth Amendment Effective Date"), by and between Miami University, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Fifth Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Fifth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012, as amended by the First Amendment dated September 1, 2012, and the Second Amendment dated May 13, 2014, and the Third Amendment dated May 22, 2015 and the Fourth Amendment dated July 1, 2015, (collectively the "Agreement");

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

WHEREAS, PNC Bank wishes to discontinue performing Payment Solution Services for any and all of its customers; and

WHEREAS, PNC Bank has requested and University has agreed to terminate the Payment Solutions Agreement and the Payment Solutions Services related thereto in accordance with the terms and conditions of this Fifth Amendment;

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

1. Exhibit G, Payment Solutions Agreement is hereby deleted in its entirety from the Agreement, as of the Payment Solutions Services Termination Date, except that the obligations in Paragraph 7, Confidential Information shall remain in effect.
2. For purposes of this Fifth Amendment the Payment Solutions Services Termination Date shall mean June 30, 2016, or an earlier date, as mutually agreed to in writing by the parties.
3. PNC Bank shall be obligated to provide the Transition Services as further described on **Exhibit A**, (the "Transitions Services"), which is attached hereto and incorporated herein.
4. Any references to Exhibit G, or the services related thereto, in the Agreement shall be deleted as of the Payment Solutions Services Termination Date.
5. All provisions of the Agreement not specifically mentioned in this Fifth Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.
6. If at any time during the term of this Agreement PNC Bank should resume offering some or all Payment Solutions Services to any of its customers, PNC Bank will also offer such services to the University under the terms and conditions available at such time by PNC Bank.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 3-17/10

Miami University
("University")

By: 
David K. Creamer

Title: Senior Vice President

Date: 3-8-16

EXHIBIT A

TRANSITION SERVICES

The parties mutually agree to provide to the other certain agreed upon wind down services to facilitate the smooth transition of the Payment Portal Services to the University and/or its designee, (the "Transition Services").

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

A. PNC Bank:

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

B. University:

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

SIXTH AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

THIS SIXTH AMENDMENT to the University Banking Services Agreement (the "Sixth Amendment") is made and entered into this 14th day of June 2016, (the "Sixth Amendment Effective Date"), by and between Miami University, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Sixth Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Sixth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012, as amended by the First Amendment dated September 1, 2012, and the Second Amendment dated May 13, 2014, and the Third Amendment dated May 22, 2015 and the Fourth Amendment dated July 1, 2015, and the Fifth Amendment dated March 8, 2016 (collectively the "Agreement");

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

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

1. New **Exhibit H**, Department of Education Cash Management Compliance Agreement, ("CM Agreement"), is hereby added and attached hereto and incorporated by reference into the Agreement.
2. The University may terminate the Agreement in accordance with the termination provisions set forth in the CM Agreement.
3. All provisions of the Agreement not specifically mentioned in this Sixth Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

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

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 6/20/2016

Miami University
("University")

By: 
David K. Creamer

Title: Senior Vice President

Date: 6-14-16

EXHIBIT H

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 19th day of June 2016, by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement dated January 1, 2012, between University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

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

1. Definitions

- (a) "Access Device" shall mean a card, code, or other means of access to the PNC Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.
- (b) "Award Year" shall mean each year during the Term of the Agreement in which the University is entitled to receive compensation as defined under the Agreement, (e.g., royalties, rent, etc).
- (c) "Customer Complaint" shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank's or University's products or services who is also a full or part time student of the University, expresses dissatisfaction with PNC Bank's products, services and/or business practices within the scope of the engagement between the PNC Bank and University, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means. Customer Complaints shall be handled according to the University policies.
- (d) "Direct Marketing" shall mean: (i) the University communicating information directly to its students about the PNC Financial Account and how it may be opened; (ii) The PNC Financial Account or Access Device is cobranded with the institution's name, logo, mascot, or other affiliation and is marketed principally to students at the institution; or (iii) A card or tool that is provided to the student for

institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.

- (e) “DoE Regulation” shall mean the Department of Education Regulation for Cash Management, as amended from time to time, (34 CFR 668).
- (f) “Effective Date” shall mean July 1, 2016.
- (g) “Financial Account” shall mean a student’s or parent’s checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.
- (h) “Financial Institution” shall mean PNC Bank.
- (i) “PNC Financial Account” shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).
- (j) “Tier Two Arrangement” shall mean that an institution located in a State has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution.
- (k) “Title IV” shall mean Title IV of the Higher Education Act of 1965, as amended, and any rule, regulation, instruction or procedure issued by the Secretary.

2. Student Choice

- (a) By July 1, 2016, in accordance with the DoE Regulation, the University will establish a process that includes several options for students to receive direct payments for Title IV program funds and that complies with the requirements of 34 CFR §668.164(d)(4). Financial Institution does not provide any Title IV payment services on behalf of the University.
- (b) For the benefit of its students and in accordance with the DoE Regulation, the University shall provide a list of the major features and fees commonly assessed with the PNC Financial Account, (the “PNC List”) as well as a URL for the terms and conditions of the PNC Financial Account.
 - (1) In order to create the PNC List, the University and PNC shall, as applicable, comply with the provisions of Section 4 and 5 of this CM Agreement.
- (c) The parties, will use commercially reasonable efforts to ensure the PNC List satisfies the requirements regarding the format and content established by the Department of Education Secretary, on or after, July 1, 2017.

3. Customer Complaints

In the event that University has a direct relationship with or direct contact with PNC's customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public knowledge (e.g., media), or (iii) raises questions related to compliance with applicable law, University shall immediately, notify PNC Bank and deliver to PNC Bank a written summary or copy of such Customer Complaint along with associated correspondence and information.

4. University DoE Regulation Compliance

- (a) Student Consent. The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied. Financial Institution warrants that no Access Device are provided to students prior to obtaining consent to open a PNC Financial Account.
- (b) Student Choice. The University shall provide the PNC List to the student as set forth in Section 2(b) above.
- (c) Agreement. In accordance with the effective date set forth in the DoE Regulation, the University shall disclose, on the University website, a copy of the Agreement.
- (d) Compensation and PNC Financial Account Data
 - (1) In accordance with the effective date set forth in the DoE Regulation, the University may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.
 - (2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.

- (3) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.
- (e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.
- (f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement. This determination is subject to periodic review based on Customer Complaints or feedback regarding convenience.
- (g) Best Interest of the Students. During the Term of the Agreement the University will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the "Review").
- (1) The University shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.
- (2) The DoE Regulation requires the University have the right to terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University, ("DoE Cause for Termination")
- (a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a thirty (30) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.
- (i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;
- (ii) if the parties determine corrective action is required they will negotiate in good faith to establish a commercially reasonable plan

to address those items considered unsatisfactory in the Review or results from Customer Complaints, (the "Plan") and a timetable for implementation (the "Plan Implementation Period"). The Financial Institution shall begin implementation of the Plan at a time mutually agreed to by the parties but in no event later than the expiration of the Discussion Period and will complete the work within the Plan Implementation Period.

- (b) If the parties cannot agree to a Plan, then the University may terminate the Agreement upon ninety (90) days written notice to the Financial Institution. The University shall provide such notice no later than fifteen (15) days after the expiration of the Discussion Period or after the Implementation Period if the plan has not been completed by the Financial Institution. This shall not be deemed a condition of default by the Financial Institution under the Agreement.

5. DoE Compliance Information

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

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written notice to the Financial Institution
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance.

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

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

MIAMI UNIVERSITY

By: David K. Creamer

Name: David K. Creamer

Title: Senior Vice President for Finance & Business Services

Date: 6-14-16

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 6/20/16

SEVENTH AMENDMENT TO THE UNIVERSITY BANKING SERVICES AGREEMENT

This Seventh Amendment to the University Banking Services Agreement, ("Seventh Amendment"), is entered into this 29th day of September, 2017, ("Seventh Amendment Effective Date"), by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, OH 45056, ("University") and PNC Bank, National Association, a national banking association, with its principal office at 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). All capitalized terms used in this Seventh Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated January 1, 2012, as amended by the First Amendment dated September 1, 2012, and the Second Amendment dated May 13, 2014, and the Third Amendment dated May 22, 2015 and the Fourth Amendment dated July 1, 2015, and the Fifth Amendment dated March 8, 2016 and the Sixth Amendment dated June 16, 2016 (collectively the "Agreement"); and

WHEREAS, the Agreement grants PNC Bank the right to operate seven (7) ATM's on the University's Campus; and

WHEREAS, the Parties have mutually agreed to change the location of one ATM from Harris Dining Hall to King Library on the Oxford Campus; and

WHEREAS, the locations of certain non-PNC ATMs permitted under the Agreement have changed and the Parties desire to amend the Agreement to reflect those changes.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. SCHEDULE A-2 to EXHIBIT A (the "MASTER LICENSE AGREEMENT") of the Agreement is hereby deleted in its entirety and replaced in its entirety by REVISED SCHEDULE A-2 to EXHIBIT A, which is attached hereto and incorporated herein.
2. EXHIBIT C ("NON PNC ATM") to the Agreement is deleted in its entirety and replaced in its entirety with REVISED EXHIBIT C which is attached hereto and incorporated by reference into the Agreement
3. Except as modified by this Seventh Amendment, the Agreement and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

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

PNC Bank, National Association
("PNC Bank")

By: 

Name: Nickolas Cerda

Title: Se. Vice Pres

Date: 9/29/2017

Miami University
("University")

By: 

Name: DAVID K. CREAMER

Title: SR VICE PRESIDENT

Date: 10-10-17

**REVISED SCHEDULE A-2
TO "EXHIBIT A"
LICENSE AGREEMENT**

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

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

Miami University
King Library
151 South Campus Avenue
Oxford, Ohio 45056

LOCATION: Ground level across from Food Court and next to Welcome Desk in alcove

2. University's Interest in Location:

Owner

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

Miami University

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated January 1, 2012 between PNC Bank and University.

University: DKC

PNC Bank: [Signature]

REVISED EXHIBIT C

NON PNC ATM

- 1) Miami University Community Federal Credit Union - ATMs
 - a) MIAMI UNIVERSITY - HAMILTON CAMPUS Schwarm Hall (near the Food Court)
 - b) MIAMI UNIVERSITY - MIDDLETOWN CAMPUS Johnston Hall (near the Cashiers' Office)
 - c) MIAMI UNIVERSITY- OXFORD CAMPUS King Library (first floor near the circulation desk)
 - d) MIAMI UNIVERSITY- OXFORD CAMPUS north side of East Withrow Street, approximately 130 feet east of the main entrance to McKie Field/Hayden Park.
 - e) WELLS MILL DRIVE-THROUGH, 420 Wells Mills Drive, Oxford, Ohio 45056

