UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") effective as of Aug 1, 2006 ("Effective Date"), is by and between Saint Joseph's University, a Pennsylvania non-profit corporation, with its principal office at 5600 City Avenue, Philadelphia, PA 19131 ("SJU") 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").

In consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

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

(a) "Account" shall mean any new checking account of an SJU affiliated student ("Student Account") or of a faculty member or employee of SJU ("WorkPlace Account") (i) opened on or after the Effective Date hereof and (ii) offered by PNC Bank in connection with the Program (defined below).

(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 SJU; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 51% of the equity of the entity.

(c) "Agreement" shall mean this SJU University Banking Services Agreement together with all schedules, exhibits and other attachments hereto including without limiting the foregoing, the ATM Program Master License Agreement and the Web Linking Agreement attached hereto and incorporated herein.

(d) "Automated Teller Machine" or "ATM" shall mean an electronic terminal, together with such wiring, connections and hook-ups necessary to connect it to the Concord/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. The ATMs shall be subject to the separate ATM Program Master License Agreement, in substantially the form attached hereto as Exhibit B, which is incorporated herein by this reference.

(e) "Banking Services" shall mean the following banking services to be offered by PNC Bank to Constituents hereunder: PNC checking accounts, savings accounts, and money market accounts which may have the capability of being linked to the University card program. Other deposit, investment, insurance or credit products, including without limitation, certificates of deposit, credit cards, loans and mortgages are explicitly excluded. The Banking Services shall include Student Accounts and WorkPlace Accounts, and deploying on-campus ATMs. The parties shall discuss the establishment by PNC Bank of a full service branch at SJU. In the absence of an
agreement to establish and operate a full service branch, PNC Bank will operate an Electronic Financial Services Facility ("EFSF") at SJU, once the card linking program described below has been implemented, and in accordance with a written agreement between the parties governing the operation of the EFSF which, upon execution, shall become Exhibit A attached hereto and incorporated herein by this reference. Except as otherwise provided herein, Banking Services shall not include credit cards.

(f) "Business Days" shall mean any day that PNC Bank is open for the conduct of substantially all of its business and shall not include Saturdays, Sundays or federal holidays, or any day that the Federal Reserve Bank of Cleveland requires PNC Bank to be closed.

(g) "Constituents" shall mean students, faculty and staff.

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

(i) "Graduate-List" shall mean a list of SJU students that are eligible within 90 days for graduation as determined by the records of SJU.

(j) "Hawk Card" shall mean the SJU card issued to students for identification and use at SJU campus facilities.

(k) "ID Center Database" shall mean the electronic file system of Constituent information that supports the Hawk Card.

(l) "Mailing Lists" shall mean, collectively, the Graduate-List and the Student-List.

(m) "Program" shall mean the Banking Services and any other services which the parties have agreed in writing may be offered by PNC Bank to SJU’s students, faculty and staff pursuant to this Agreement.

(n) "Program Goals" shall mean the number of Accounts targeted to be opened by PNC Bank each year under the Program.

(o) "Program Period" shall have the meaning set forth in Section 4 below.

(p) "Proprietary Intellectual Property" shall include, but not be limited to, the Mailing Lists, the SJU Marks and the PNC Bank Marks.

(q) "PNC Bank Marks" shall mean any design, image, visual representation, logo, service mark, name, trade dress, trade name or trademarks used or acquired by PNC Bank.

(r) "Student-List" shall mean an electronic list of currently enrolled students, both undergraduate and graduate, that includes student’s names, permanent address, and phone number.
(s) “SJU Marks” shall mean any design, image, visual representation, logo, servicemark, name, trade dress, trade name or trademarks used or acquired by SJU.

(t) “SJU Property” shall mean real property on the campus that is under the control of SJU.

2. **TERM**

This Agreement shall commence on the Effective Date, August 1, 2006, and shall terminate on December 31, 2011, unless otherwise terminated or amended in accordance with the terms of this Agreement (“Term”).

3. **PRICING, ROYALTY PAYMENT TERMS**

(a) In consideration for licenses granted hereunder relating to the exclusive right to market Banking Services to Constituents and the use of SJU’s Proprietary Intellectual Property, SJU Marks and Confidential Information (as defined below) in connection with the Program, PNC Bank shall make a royalty payment to SJU in the amount of Fifty Thousand Dollars ($50,000), for the Program in 2006. Payment shall be made within sixty (60) days of the Effective Date hereof. Commencing with the period beginning August 1, 2006, PNC Bank shall pay SJU pursuant to the provisions below.

(b) Each January of the Term, beginning with January, 2007, the parties shall conduct an annual review of the performance of the prior year of the Program compared to the agreed upon Program Goals outlined below:

<table>
<thead>
<tr>
<th>Year</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Student Accounts</td>
<td>375</td>
<td>700</td>
<td>750</td>
<td>800</td>
<td>850</td>
<td>900</td>
</tr>
<tr>
<td>New WorkPlace Accounts</td>
<td>25</td>
<td>45</td>
<td>55</td>
<td>65</td>
<td>70</td>
<td>75</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>400</td>
<td>745</td>
<td>805</td>
<td>865</td>
<td>920</td>
<td>975</td>
</tr>
</tbody>
</table>

Goals may be adjusted annually based upon mutual agreement. The Program Goals shall be based on a January-December annual period.

(c) PNC Bank shall pay SJU the following amounts:

Upon execution of this Agreement: $50,000 and the following amounts (“Royalty Fees”) thereafter:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$25,000</td>
<td>(Payable 3/2007 for 2006 acquisition)</td>
</tr>
<tr>
<td>2007</td>
<td>$30,000</td>
<td>(Payable 3/2008 for 2007 acquisition)</td>
</tr>
<tr>
<td>2008</td>
<td>$50,000</td>
<td>(Payable 3/2009 for 2008 acquisition)</td>
</tr>
<tr>
<td>2009</td>
<td>$70,000</td>
<td>(Payable 3/2010 for 2009 acquisition)</td>
</tr>
<tr>
<td>2010</td>
<td>$100,000</td>
<td>(Payable 3/2011 for 2010 acquisition)</td>
</tr>
<tr>
<td>2011</td>
<td>$100,000</td>
<td>(Payable 3/1/2012 for 2011 acquisition)</td>
</tr>
</tbody>
</table>
(d) Notwithstanding paragraph (c) above, in the event that SJU does not attain the Program Goal (Total) for any calendar year as specified in paragraph (b) above, PNC Bank shall pay to SJU for that calendar year a minimum Royalty Fee equal to the Royalty Fee stated in paragraph (c) 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. Regardless of the amount of the Program Goal achieved in a calendar year, in no event shall the annual payment hereunder be less than 25% of the amount set forth in 3(c) above for each applicable year. For any year in which the card linking program is established and fully operational on or before July 31, PNC Bank shall pay SJU no less than 50% of the amount set forth in 3(c) above for such applicable year, and the subsequent years of the Term during which card linking remains in effect.

(e) If production is 120% of the Program Goal or more for any applicable year of the Program, PNC Bank shall also pay SJU an additional fifteen thousand dollars ($15,000.00) for such year.

(f) Annual payments shall be made as of the payable date in Section 3(c) above. PNC Bank shall forward a check for payments due under this Agreement to the address specified in Section 25 below, or such address as SJU may designate to PNC Bank in writing from time to time.

(g) PNC Bank shall maintain an accurate accounting and record system in connection with all transactions and activities occurring pursuant to this Agreement. PNC Bank’s books and records hereunder shall be kept in accordance with generally accepted standards in the industry. PNC Bank shall provide supporting information to SJU as may be reasonably requested however, no more than once annually, to verify Program Accounts. All information provided to SJU pursuant to this Section 3(g) shall be subject to applicable privacy laws and PNC Bank’s policies regarding the safeguarding of customer information.

4. PROGRAM PERIOD AND SERVICES

(a) PNC Bank shall offer the Program from the Effective Date through and including December 31, 2011, unless the Program is otherwise terminated or amended in accordance with the terms of this Agreement (the “Program Period”).

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

(a) PNC Bank and SJU 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 SJU and PNC Bank.

(b) SJU 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 discretion is unsatisfactory.

(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 SJU, PNC Bank agrees that its employees shall observe such reasonable rules and regulations as SJU shall reasonably prescribe from time to time for the general population of its Campus and which rules and regulations shall be provided or communicated to PNC Bank in writing or be posted on SJU’s web site.

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

(f) In the event that SJU has a commercially reasonable objection to the conduct of an employee, independent contractor or agent (for purposes of this Section 5(f) all are jointly referred to as “Employee”) designated to fulfill PNC Bank’s responsibilities hereunder, then the SJU Vice President for Financial Affairs shall contact the head of the line of business by which the Employee is engaged and state the objection(s) to the Employee’s conduct. In such instance, the following procedures shall be followed:

(i) the line of business head shall respond to objections raised with a proposed resolution within fifteen (15) business days of receipt of the communication; and

(ii) in the event that SJU has commercially reasonable objections to the proposed resolution, then the matter shall be resolved within the commercially reasonable discretion of the market president, the market president shall respond with the resolution within fifteen (15) days from receipt of the communication.

(g) As of the Effective Date hereof, the heads of the retail and corporate lines of business are Nickolas Certo and Joseph Serianni; respectively; and the market President is J. William Mills. The process shall be applicable to the successor of the named individuals.
6. **OBLIGATIONS OF SJU**

SJU shall:

(a) Permit PNC Bank the exclusive right to offer the Program to Constituents at the SJU Campus; notwithstanding the foregoing, PNC Bank acknowledges and agrees that SJU shall continue to permit the NBA Credit Union to market to SJU Constituents.

(b) Grant PNC Bank the exclusive right to issue a co-branded check card bearing SJU Marks in conjunction with SJU no later than January 1, 2007;

(c) Provide reasonable marketing opportunities as shall be mutually agreed upon by the parties in order to promote the Program, which marketing opportunities shall include, by way of example and not limitation:

**Students**

- On-campus displays and promotions, including distribution of Program materials at SJU locations and events such as freshmen orientations
- Direct mailings by SJU to incoming students
- Twice annual mailings by SJU at PNC Bank’s expense to upperclassmen, at the beginning of each semester
- Program announcements/communications targeted to students
- On-campus financial seminars

**Faculty/Staff**

- On-campus displays and promotions, including distribution of Program materials at SJU locations and events such as new hire orientations
- Program announcements/communications targeted to faculty and staff
- On-campus financial seminars

**Graduates**

- Twice annual mailings by SJU of PNC Bank materials to the Graduate-List
- Program announcements/communications targeted to the Graduate-List;

(d) During the Program Period, if SJU determines that it will provide PNC Bank with Mailing Lists, it will grant to PNC Bank a limited, non-exclusive, non-transferable license to use the Mailing Lists solely in conjunction with the Program, including the promotion thereof, in accordance with the terms of this Agreement. Such right and license to use the Mailing List shall not apply or extend to any other product or service offered by PNC Bank. SJU is and shall remain the owner of all rights in and to the Mailing List, as the same now exists or as it may hereafter be modified. Except as otherwise provided for in this Agreement, upon the termination of this Agreement, all license rights conveyed by SJU to PNC Bank with respect to the use of the Mailing List under this Section 6(d) shall cease;
(e) During the Program Period, grant to PNC Bank a limited, non-exclusive, non-transferable license to use certain SJU Marks in conjunction with the Program, including the promotion thereof, in accordance with the terms of this Agreement. Such right and license to use SJU Marks shall not apply or extend to any other product or service offered by PNC Bank. SJU is and shall remain the owner of all rights in and to SJU Marks, as the same now exists or as it may hereafter be modified. Except as otherwise provided for in this Agreement, upon the termination of this Agreement, all license rights conveyed by SJU to PNC Bank with respect to the use of SJU Marks under this Section 6(e) shall cease;

(f) During the Program Period, exercise commercially reasonable, good faith efforts to establish and operate a card linking program to facilitate the linking of the Hawk card to the cardholder’s PNC Bank account(s).

(g) Execute the ATM Program Master License Agreement attached hereto as Exhibit B and incorporated herein by this reference, with respect to the ATMs provided in connection with the Program;

(h) Execute the Web Linking Agreement governing the maintenance of a hyperlink on SJU’s website to PNC Bank’s website in accordance with the provisions of the Web Linking Agreement, in substantially the form attached hereto as Exhibit C, which is incorporated herein by this reference;

(i) Provide, within SJU’s discretion in a mutually agreed upon method and request schedule, the Mailing Lists to PNC Bank within thirty (30) days of the date of request; and

(j) Commencing on a mutually agreeable date, on a daily basis provide, if SJU undertakes to commence to do so, at SJU’s sole expense, such reasonable and appropriate electronic interface necessary to permit SJU to transmit its ID Center Database to PNC Bank. Such ID Center Database will include, at a minimum, the individual’s full name, 16 digit Hawk Card number, last 5 digits of the Social Security number, home address, and school address. PNC Bank shall match its files to that of SJU’s file to confirm all accounts have been opened and can be linked to the Hawk Card. The data in the ID Center Database is the Confidential Information (as defined in Section 18 below) of SJU and shall be subject to the provisions of Section 18 below.

7. **OBLIGATIONS OF PNC BANK**

PNC Bank shall:

(a) During the Program Period, exclusively offer and administer the Program for the benefit of SJU’s Constituents subject to the exception for the NBA Credit Union set forth in Section 6 (a) above.

(b) During the Program Period, exercise commercially reasonable, good faith efforts to help facilitate the linking of Hawk cards to the cardholder’s PNC Bank account(s).
(c) During the Program Period, market the Program to SJU’s students, faculty and staff and graduates in accordance with the terms of this Agreement.

(d) Design all advertising, solicitation, promotional and other related materials concerning the Program (collectively “Program Materials”). SJU shall have the right of prior approval of all Program Materials, printed or otherwise that utilize SJU Marks; such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, PNC Bank shall have the right to communicate information to any customer which it normally sends to its other customers without having to obtain the prior approval of SJU. Except as otherwise permitted pursuant to this Agreement, neither party shall use the name or Proprietary Intellectual Property of the other party in any advertising or promotional materials without the written consent of such other party.

(e) Bear all costs of producing and distributing the Program Materials, including any costs of mailing that are solely attributable to the Program Materials.

(f) Process all applications for Banking Services as submitted by SJU’s students, faculty, staff, and graduates in accordance with PNC Bank procedures.

(g) Provide all such applicants with all information, including financial and other disclosures, as required by law.

(h) Provide such reasonable and appropriate electronic interface necessary to accept and validate SJU ID Center Database into the PNC Bank card system.

(i) Sponsor SJU BIN number 627245 in all appropriate banking networks in order to allow the Hawk Card to function as an ATM/pin based debit card.

(j) Provide and support the ATMs in accordance with the terms of the ATM Program Master License Agreement.

(k) At an agreed upon future date, establish and operate the EFSF pursuant to the terms and conditions of a facility license agreement negotiated by the parties in good faith which, upon execution, shall become Exhibit A hereto.

8. **JOINT OBLIGATIONS**

The parties agree that they shall jointly:

(a) Issue a press release, jointly approved, in connection with the execution of this Agreement; and

(b) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3(b) above.
9. INSURANCE

(a) PNC shall maintain at its own expense full and adequate insurance as follows:

COMMERCIAL GENERAL LIABILITY

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products – Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage (any one fire)
$5,000 Medical Expense (any one person)

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

$4,000,000 Each Occurrence
$4,000,000 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 “Saint Joseph’s University” as an additional insured on its General, Umbrella and Automobile Liability policies. Such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to SJU.
10. REPRESENTATIONS AND WARRANTIES

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

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

(ii) The execution, delivery and performance of this Agreement by SJU is within SJU’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 SJU;

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

(iv) In performing its obligations hereunder, SJU shall comply with all applicable laws, regulations and ordinances to which it is subject;

(v) 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 SJU of this Agreement;

(vi) No information furnished or to be furnished by SJU 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; provided, however, that the parties recognize that the nature of the information maintained by SJU with respect to the Constituents, Mailing List (and the ID Center Database if applicable) is subject to change and may be updated and outdated from time to time and that the information contained therein may not be completely accurate. SJU warrants that in the event that it undertakes to commence doing so, it shall provide PNC Bank ID Center Database data each Business Day of the Term.

(vii) SJU’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 any Account or the Banking Services provided by PNC Bank pursuant to the Program. Any questions regarding PNC Bank’s Banking Services or the Program shall be promptly referred to PNC Bank;

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

(ix) During the Program Period, SJU will (A) endorse the Program by, among other mutually agreed upon activities, permitting PNC Bank to use the SJU’s Marks on PNC Bank marketing material and communications with Constituents subject to the prior approval
of SJU which approval shall not be unreasonably withheld, conditioned or delayed, and conducting mailings on behalf of PNC Bank in accordance with mutually agreed upon conditions, and (B) allow PNC Bank the exclusive right to offer the Program to SJU’s Constituents in accordance with the terms of this Agreement. Notwithstanding the foregoing, SJU shall have the right to endorse other debit and credit card programs. Nothing herein shall prohibit SJU from entering into other ATM arrangements in accordance with the provisions of Exhibit B hereto, the ATM Program Master License Agreement.

(b) PNC Bank represents and warrants as of the Effective Date 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 does not violate, conflict with or constitute a breach under any articles of incorporation, charter, bylaw, law, regulation, contract or obligation applicable to PNC Bank;

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

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

(v) In performing its obligations hereunder, PNC Bank shall comply with all applicable laws, regulations and ordinances to which it is subject;

(vi) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to SJU 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

(vii) In its performance and activities hereunder, including but not limited to its creation and provision of the Program Materials used by PNC Bank to generate applications and Accounts in connection with the Program, PNC Bank shall, at all times, comply with all applicable federal, state or local rules, laws or regulations.

11. LOCATIONS/SIGNS

SJU shall permit PNC Bank to place signs identifying its operations in mutually acceptable locations on SJU’s Campus. PNC Bank must have SJU’s prior written approval for any signs relating to their size, content and colors, which consent shall not be unreasonably withheld, conditioned or delayed.
12. **ADVERTISING, PROMOTION AND RELATED ACTIVITIES**

(a) All advertisements and press releases pertaining to the Program shall be mutually agreed upon. In no event shall either party produce any advertising or other materials that include references to the Program, the Agreement or the other party or the other party’s Proprietary Intellectual Property, without such other party’s prior written consent. Written approval shall not be unreasonably withheld and a response shall be provided within ten (10) Business Days of the request of a party.

(b) The parties may conduct joint promotional activities as they may mutually agree upon.

(c) SJU shall grant PNC Bank equal priority placement of advertisements to that of other participating banks to be contained in mutually agreed upon SJU publications generally directed to SJU students, faculty and staff. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by SJU. Notwithstanding the foregoing, SJU shall have the right to limit or prohibit advertisements within any SJU publication in order to protect SJU’s tax-exempt status and comply with U.S. postage regulations pertaining to nonprofit mail.

13. **INDEMNITY**

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

(i) breach or failure of observance or performance of any representation, warranty, covenant or provision of this Agreement by SJU;

(ii) violation of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable regulatory authority in connection with SJU’s performance under this Agreement; or

(iii) gross negligence or willful misconduct of SJU or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of PNC Bank.

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

(i) breach or failure of observance or performance of any representation, warranty, covenant or provision of this Agreement by PNC Bank;
(ii) violation of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with PNC Bank’s performance under this Agreement;

(iii) gross negligence or willful misconduct of PNC Bank or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of SJU; or

(iv) the access, use and/or occupancy by PNC Bank, its employees, agents or independent contractors of SJU Property in connection with the Banking Services to be rendered hereunder.

(c) Indemnification Procedures for Third Party Claims. In any case where the person seeking indemnification under this Agreement (herein referred to as the “Indemnified Party”) seeks indemnification for a third party claim, suit or proceeding covered by this Section 13 (herein referred to as a “Third Party Claim”), such indemnification will be conditioned on such Indemnified Party’s compliance with the following procedures:

(i) The Indemnified Party will give prompt written notice to the person from whom indemnification is sought (herein referred to as the “Indemnifying Party”) of each claim for indemnification under this Agreement, specifying the amount and nature of the claim (herein referred to as a “Notice of Claim”). Provided that such Notice of Claim is given (unless the failure to provide such Notice of Claim does not prejudice the interests of the Indemnifying Party), and the Indemnifying Party has not contested in writing the Indemnified Party’s right to indemnification as set forth below, the Indemnifying Party, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such Third Party Claim.

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

(iii) In any Third Party Claim the defense of which is controlled by the Indemnifying Party, the Indemnifying Party will not, without Indemnified Party’s prior written consent, compromise or settle such Third Party Claim if: (x) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or contains a finding or admission of any violation of law or any violation of the rights of any person; (y) such compromise or settlement does not include the third party’s release of the Indemnified Party from all liability relating to such Third Party Claim for which the
Indemnified Party is entitled to be indemnified; or (z) there may be an adverse effect on any other claims that may be made against the Indemnified Party or if the relief provided includes monetary damages that are not paid in full by the Indemnifying Party.

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

(v) In the event that an Indemnifying Party contests in writing the Indemnified Party’s right to indemnification with respect to a Third Party Claim and such Third Party Claim is later determined by a court of competent jurisdiction to have been (i) improperly contested and/or (ii) subject to the terms of indemnification set forth in this Section 13, and (iii) such contest was made in bad faith, then the Indemnified Party shall be entitled to recover from the Indemnifying Party the entire costs incurred by the Indemnified Party defending such Third Party Claim, including reasonable fees and disbursements of counsel and all amounts paid as a result of such Third Party Claim and the compromise or settlement thereof.

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

14. **LIMITATION OF LIABILITY**

No party shall have any liability for any indirect, special, punitive or consequential damages including, without limitation, loss of profit or business opportunities, whether or not the party was advised of the possibility of such; provided, however, that this limitation of liability will not apply to any claim arising from the gross negligence or willful misconduct of a party, its directors, officers, employees, agents or subcontractors, any claim arising from breach of the confidentiality provisions of this Agreement or any indemnification associated with a Third Party Claim.

15. **TAXES**

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

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

(c) PNC Bank shall pay any and all taxes, assessments and other charges of whatever nature or kind (including but not limited to any business improvement district assessment) that are assessed, levied, imposed or may or do become a lien on SJU’s premises as a direct result of PNC Bank’s use or occupancy of SJU premises under the Master License Agreement.

16. ASSIGNMENT/SUBLICENSE/BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and 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 PNC Bank without the consent of SJU to any Affiliate of PNC Bank.

17. RIGHTS OF TERMINATION

(a) Either party may terminate this Agreement upon a material breach of the other’s obligations under the terms of this Agreement. The terminating party shall so notify the other party and termination shall become effective thirty (30) calendar days after receipt of such notice unless the breaching party has within such time cured the breach or, for matters that cannot be fully cured within such time, commenced and continued to diligently pursue appropriate corrective action. Subject to the limitations set forth in Section 14 “Limitation of Liability” above, either party may pursue all available remedies at law or in equity to recover for or remedy a breach hereunder.

(b) Either party may, in its sole discretion, terminate this Agreement if the other party is declared insolvent or adjudged bankrupt by any court of competent jurisdiction or makes an assignment for the benefit of creditors or if a petition in bankruptcy, for reorganization of or an arrangement with creditors under any federal or state law is filed by or against such party that has not been dismissed within thirty (30) days of its filing.

(c) SJU may terminate this Agreement if at anytime independent, experienced tax counsel with expertise in non-profit organizations provides a written opinion to SJU that this Agreement or SJU’s participation in the Program jeopardizes SJU’s tax exempt status or the tax exemption of its real estate and such jeopardy can be cured only by voiding the entire Agreement.

(d) The termination or expiration of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, nor affect or impair the rights of
either party arising under the Agreement prior to such termination, except as expressly provided herein.

(c) The parties hereto agree that the obligations of Sections 13, 14, 15 and 18 hereof shall survive the termination of this Agreement.

18. **CONFIDENTIALITY**

(a) Except as expressly provided below, each of PNC Bank and SJU 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, agents, auditors, legal counsel or representatives (“Representatives”) pursuant to this Agreement, is referred to hereinafter as “Confidential Information.” Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, Constituent information, trade secrets, contracts, proprietary information, all historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or SJU.

(b) Except as expressly provided below or with the other party’s prior written consent, each of PNC Bank and SJU agrees to hold all Confidential Information of the other in confidence, that it will not disclose any Confidential Information of the other to any third party, other than its Representatives who have a need to know such information in connection with this Agreement and that it will not use any such Confidential Information for purposes other than in connection with this Agreement. Each of PNC Bank and SJU agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the party receiving such information utilizes the same control (but no less than reasonable control) as it employs to avoid disclosure of its own confidential and valuable information, including, without limitation, having the 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. As applicable to this Agreement, the parties shall comply with the provisions of the Gramm-Leach-Bliley Act (Pub. L. 106-102), Section 628 of the Fair Credit Reporting Act, Section 216 of the Fair and Accurate Credit Transactions Act and any implementing regulations or guidelines.

(c) As a condition of this Agreement, it is agreed that neither PNC Bank nor SJU (or their respective Representatives) without the prior consent of the other will disclose to any person any of the terms, conditions or other facts pertaining to this Agreement, including the Banking Services, the ATM Master License Agreement or the Web Linking Agreement. PNC Bank or SJU may, however, make such disclosures to or as may be required by the appropriate local, state or federal agencies, courts, tribunals, or other regulatory or oversight authorities. Any media releases or public announcements or disclosures by either PNC Bank or SJU relating to this Agreement or the Banking Services shall be coordinated with and approved by the other.
(d) Either PNC Bank or SJU may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (a) first notify the other of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (b) attempt to obtain the other's consent to such disclosure, and (c) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require either PNC Bank or SJU to fail to honor a subpoena, court or administrative order, or a requirement on a timely basis. In the absence of consent of a party as provided above, if a party is, in the opinion of its counsel, compelled to disclose Confidential Information upon pain of liability for contempt or other censure or penalty, such party may disclose such Confidential Information to the relevant court or other tribunal without liability hereunder.

(e) With the exception of PNC Bank customer information, the Mailing Lists and SJU ID Center Database, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (b) is released by the originating party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of a party's knowledge, are not under an obligation of confidentiality; (d) was known by the receiving party, prior to its disclosure, without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (e) is independently developed by the receiving party without reference to the originating party's Confidential Information.

(f) Each party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, the other party hereto.

(g) Each party shall report to the other party any use, access or disclosure of Confidential Information not authorized by this Agreement. The report shall be made within one (1) business day after a party learns of such use, access or disclosure. The report shall identify to the best of the party's knowledge at the time of the report: (i) the nature of the unauthorized use, access or disclosure, (ii) who made the unauthorized use or access or received the unauthorized disclosure, (iii) what the party has done or shall do to mitigate any deleterious effect of the unauthorized use, access or disclosure, and (iv) what corrective action the party has taken or shall take to prevent future similar unauthorized use, access or disclosure. No public disclosure of such unauthorized use, access, or disclosure shall be made without the prior consultation with and consent of the other party.

(h) Each party shall, upon request and as directed by the other party, promptly deliver to the originating party or destroy all documents and other tangible media that contain or reflect Confidential Information of the originating party (including all copies, reproductions, digests, abstracts, analyses and notes) in its possession or control, including any related computer files.

(i) The parties hereto acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the originating party may be
entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to its Confidential Information.

(j) The provisions of this Section 18 shall survive termination of this Agreement.

19. **ENTIRE AGREEMENT**

This 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. If there is a conflict between the terms of this Agreement and any Exhibit or Schedule attached hereto, the terms of the Exhibit or Schedule 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 authorized representatives of 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 or jeopardize SJU’s tax-exempt status or subject it to unrelated business income tax 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 Commonwealth of Pennsylvania 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 Commonwealth of Pennsylvania 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 SJU then to:
Vice President for Financial Affairs
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131-1395
610-660-1320
Attn: Louis J. Mayer

With a copy to:
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131-1395
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, Channel Product Management

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 SJU and PNC Bank.

27. **WAIVER**

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

28. **REMEDIES**

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

29. **COUNTERPARTS**

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

[remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Banking Services Agreement to be duly executed as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: Brian E. Tymon

Title: Vice President

Date: 12/29/06

SAINT JOSEPH’S UNIVERSITY

By: [Signature]

Name: Louis J. Mayer

Title: Vice President for Financial Affairs

Date: 12/29/06
EXHIBIT A
ELECTRONIC FINANCIAL SERVICE
FACILITY LICENSE
RESERVED

Exhibit A-1
EXHIBIT B
ATM PROGRAM

MASTER LICENSE AGREEMENT

THIS ATM PROGRAM MASTER LICENSE AGREEMENT ("ATM Agreement") is effective as of the 29th day of Dec, 2006 and is entered into by and between Saint Joseph’s University, a Pennsylvania non-profit corporation, with its principal office at 5600 City Avenue, Philadelphia, Pennsylvania 19131 ("SJU"), and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between SJU and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, SJU and PNC Bank are entering into the Banking Services Agreement which Banking Services includes ATMs; and

WHEREAS, the parties agree that the ATMs shall be subject to the terms of the Banking Services Agreement, this ATM Agreement and the specific Licenses (as defined below), which shall supersede and nullify any and all prior ATM agreements between the parties.

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 SJU shall from time to time enter into licenses, each such license to be in the form which is attached hereto as Schedule B 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 SJU may agree. Each such License shall, in addition to its special provisions, incorporate by reference all of the terms, conditions, covenants and provisions of this ATM Agreement and the Banking Services Agreement, as applicable.

2. GRANT OF LICENSE

   Subject to the provisions of Section 9(a)(iv) below, SJU hereby grants to PNC Bank the exclusive right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace, operate and remove 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 removed or relocated only upon the mutual agreement of the
parties, and in accordance with the provisions of Section 8 below. An ATM may be moved temporarily for security reasons, in the event of fire, casualty, riot or other emergency, provided that SJU uses reasonable efforts to promptly notify PNC Bank of such event, and to protect the security of the ATMs in accordance with SJU’s customary security standards used for its facilities generally.

4. **ATMs**

Each of the ATMs installed shall perform cash withdrawals, transfers and balance inquiries. In certain locations, the ATMs shall also be equipped to accept deposits. The ATM in the Campion Center shall be a full function machine with the ability to accept deposits. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time, including, without limiting the foregoing, the ability to display screen graphics approved by SJU. PNC Bank shall have the right, with SJU’s approval, not to be unreasonably withheld, conditioned or delayed, to substitute a different make, model or type of ATM from time to time.

5. **INSTALLATIONS**

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

   (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 (the “Equipment”), as are to be installed within the interior of the Locations; and

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

(b) PNC Bank shall submit its Plans (including plans for the proposed design and location of signs) for the related Equipment and Installations to SJU, prior to the commencement of the installation thereof (the “Work”), for SJU’s review and approval. In order to facilitate development of the engineering drawings (or a reasonable facsimile or prototype thereof) necessary for the Installation of the ATMs at the Locations, SJU shall review the Plans, and shall be deemed to have approved the Plans if its written disapproval is not delivered to PNC Bank on or before the thirtieth (30th) day following PNC Bank’s submission thereof to SJU. PNC Bank shall diligently proceed to complete the Work in accordance with the Plans.

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

   (i) at the locations mutually agreed upon;

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

(iv) Upon termination or expiration of this ATM Agreement, PNC Bank shall within thirty (30) days of such termination or expiration remove the 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 Equipment and Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal and restore the Locations to their condition at the time the ATMs were installed, reasonable wear and tear excepted.

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

6. **TITLE**

Title to and ownership of the 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 SJU 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 SJU of the ATMs, related Equipment or Installations. Upon the reasonable request of PNC Bank, SJU will request from any persons or entities owning or holding title to or liens upon or leases, security interests or other interests in the Locations written waivers or releases in form and substance reasonably acceptable to PNC Bank confirming that such party has no legal claims or interests in the 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 SJU 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. SJU shall permit reasonable 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 SJU’s request, and (b) cause as little disruption as possible to SJU’s business. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair and shall keep the ATMs and related Equipment and Installations in a safe and operable condition. PNC Bank shall promptly repair to the reasonable specifications of SJU any damage that PNC Bank or its employees or agents may cause to SJU’s premises or equipment; and on PNC Bank’s failure to do so, SJU may repair such damage and PNC Bank shall reimburse SJU promptly for the cost of repair. PNC Bank agrees that upon becoming aware of any accident of any kind directly related to an ATM hereunder, PNC Bank will

Exhibit B- 3
immediately notify SJU’s Office of Risk Management and thereafter furnish a full written report of such accident. SJU agrees that upon becoming aware of an accident of any kind directly related to an ATM hereunder, SJU will immediately notify PNC Bank. PNC Bank shall pay all taxes, including an increase in real estate taxes, levied exclusively as the result of the deployment of the ATMs and any other fees or assessments associated exclusively with the ATMs, Equipment or Installations.

SJU will:

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

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

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

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

8. **REMOVAL AND RELOCATION**

(a) The ATMs, together with related Equipment and Installations, shall be removed at the request of SJU and at the expense of PNC Bank upon (a) termination of the Banking Services Agreement; (b) breach hereof by PNC Bank and failure to cure in accordance with Section 17(a) of the Agreement, and termination of this ATM Agreement as a result of such breach, or (c) if independent, experienced tax counsel with expertise in non-profit organizations provides a written opinion to SJU that the ATM Agreement or the deployment of ATM’s at SJU jeopardizes SJU’s tax-exempt status or the tax exemption of its real estate and such jeopardy can be cured only by voiding this ATM Agreement.

(b) The ATMs, together with related Equipment and Installations shall be removed at the expense of SJU upon breach hereof by SJU and failure to cure in accordance with Section 17(a) of the Agreement and termination of this ATM Agreement as a result of such breach.

(c) In the event that SJU relocates its bookstore and the parties agree to relocate an existing ATM to the bookstore, PNC Bank agrees to be solely responsible for the cost of such removal and installation at the new bookstore location.

(d) In all instances other than those detailed above, the ATMs, together with related Equipment and Installations, may be relocated to such new Location as may be mutually agreed upon by the parties upon no less than thirty (30) days prior notice by the party requesting the move. The costs associated with any such relocation shall be paid by the party requesting relocation.
9. **COVENANTS**

(a) SJU hereby covenants as follows:

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

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

(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; and

(iv) it shall terminate all existing contracts with other ATM providers at the earliest date possible under the terms of such contracts.

(b) PNC Bank hereby covenants as follows:

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

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

10. **CERTAIN RIGHTS OF THE PARTIES**

(a) Subject to the provision below, PNC Bank reserves the right to impose a reasonable surcharge on users of its ATMs that are subject to this ATM Agreement. As of the Effective Date hereof, the surcharge shall be in the amount of two dollars ($2.00). PNC Bank agrees to use reasonable efforts to retain the competitiveness of its ATMs and shall notify SJU in writing thirty (30) business days prior to effecting any change in the surcharge.

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

(c) PNC Bank agrees that the ATM installed at the Campion Center shall not impose a surcharge for use by any cardholder beginning the date of its installation through May 31, 2007.

(d) In the event that SJU wishes to have additional ATM(s) installed on SJU Property, SJU shall provide PNC Bank with information pertaining to the proposed Location of the additional ATM(s) (the “ATM Notice”), and PNC Bank shall have a right of first refusal (“ROFR”) to deploy such ATM(s). PNC Bank shall advise SJU within ten (10) Banking Days of receiving
such ATM Notice whether PNC Bank shall exercise its ROFR and install such ATM(s). If PNC Bank fails to respond to the ATM Notice within the stated time period or declines to make such ATM deployment, then SJU may solicit another ATM provider for such ATM. The ROFR shall be applicable in every instance in which SJU seeks to install a new ATM in SJU Property during the Term of the Agreement. Notwithstanding the foregoing, SJU may not offer the opportunity to any other ATM provider for any PNC Bank ATM building on SJU property except the building known as University Retail and Parking Facility, 2461-83 North 54th Street, Philadelphia, PA 19131.

11. **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. Upon request from SJU, PNC Bank shall provide SJU with quarterly reports of the performance of the ATMs.

12. **SECURITY**

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

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

(c) In the event of fire, casualty, riot or other emergency, SJU 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), SJU’s security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 12. The parties agree that in the event of the emergency circumstances enumerated in this subsection 12(c), SJU and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

13. **INSURANCE, INDEMNITY AND LOSS**

SJU 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 SJU at similar Locations. 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 in such amounts and in such form and content and by such insurance company reasonably acceptable to SJU.
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.

14. **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.

15. **GENERAL PROVISIONS**

(a) **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, then to:
PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
20th Floor
Pittsburgh, Pennsylvania 15222
ATTN: Manager, Channel Product Management

With a copy to:
PNC Bank, National Association
Self Service Banking
1600 Market Street
M.S.: F2-F070-09A
Philadelphia, PA 19103
ATTN: James S. Walker

If to SJU, then to:
Vice President for Financial Affairs
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131-1395
610-660-1320
Attn: Louis J. Mayer
With a copy to:
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131-1395
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.

(b) **Entire ATM Agreement.** This ATM Agreement, together with the Banking Services 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.

(c) **Counterparts.** This ATM Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

[remainder of page intentionally left blank]
IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this Master License Agreement on the date stated below.

<table>
<thead>
<tr>
<th>PNC BANK, NATIONAL ASSOCIATION</th>
<th>SAINT JOSEPH’S UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Brian E. Tymon</td>
<td>Name: Louis J. Maver</td>
</tr>
<tr>
<td>Title: Vice President</td>
<td>Title: Vice President for Financial Affairs</td>
</tr>
<tr>
<td>Date: 12-29-06</td>
<td>Date: 12/29/06</td>
</tr>
</tbody>
</table>

Exhibit B-9
SCHEDULE A
Prototype: Not To Be Completed by SJU

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

1. Location for Installation of an ATM: $SEE A1-4$

2. SJU’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 Dec. 29, 2006 between PNC Bank and SJU.

SJU: _______________________

PNC Bank: ___________________

Schedule A
SCHEDULE A - 1
LICENSE AGREEMENT

SJU 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 Installation of an ATM:**
   Campion Center

2. **SJU’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:**
   Full function ATM

   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 ___/___/2006 between PNC Bank and SJU.

SJU: ____________________________  

PNC Bank: ________________________

Schedule A - 1
SCHEDULE A-2
LICENSE AGREEMENT

SJU 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 Installation of an ATM:
   McShain Hall

2. SJU’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:
   Cash dispensing ATM

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 __________, 2006 between PNC Bank and SJU.

SJU: _______________________

PNC Bank: _____________________

Schedule A-2
SCHEDULE A-3
LICENSE AGREEMENT

SJU 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 Installation of an ATM:
   Bookstore

2. SJU’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:
   Cash dispensing ATM

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 __________, 2006 between PNC Bank and SJU.

SJU: [Signature]

PNC Bank: [Signature]
SCHEDULE A-4
LICENSE AGREEMENT

SJU 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 Installation of an ATM:
   5320 Building/Dormitories

2. SJU'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:
   Cash dispensing ATM

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 __________, 2006 between PNC Bank and SJU.

SJU: [Signature]
PNC Bank: [Signature]

Schedule A-4
EXHIBIT C
WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT ("Web Agreement") is effective as of the __th day of, ______________, 2006 and is entered into by and between the Saint Joseph’s University, a Pennsylvania non-profit corporation, with its principal office at 5600 City Avenue, Philadelphia, Pennsylvania 19131 ("SJU"), and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between SJU 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 presence on the world wide web in which information regarding PNC Bank’s products and services is provided to the general public ("PNC Bank Web Site");

WHEREAS, SJU maintains and operates a presence on the world wide web in which information regarding SJU’s nonprofit educational and research opportunities is provided to the general public ("SJU Web Site"); and

WHEREAS, the parties desire to provide a link between the PNC Bank Web Site and SJU Web Site 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 with another webpage address.

(b) "Weblinking" or "Weblinks" means the ability to Hyperlink between two Websites.

(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 that may originate at one or more webservice computers.

2. TERM AND TERMINATION

This Web Agreement shall commence on the Effective Date and shall continue until the Banking Services Agreement expires or is otherwise terminated. 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 of written notice of termination from the other party, both parties will immediately remove any and all Weblinks from each of their Websites to the other party’s Website. In addition, either party may terminate this Agreement immediately if at any time content on the other’s Website is reasonably deemed to be objectionable or not in keeping with the mission or philosophy of the terminating party.

3. **GRANT OF LICENSE**

   (a) PNC Bank grants to SJU 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 SJU’s Websites. SJU agrees that it will comply with all of the requirements and restrictions set forth on Schedule A.

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

4. **WARRANTIES**

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

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

5. **GENERAL PROVISIONS**

   (a) **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 PNC Bank:
   PNC Bank, National Association
   One PNC Bank Plaza
   249 Fifth Avenue, 26th floor
   Pittsburgh, Pennsylvania 15222
   ATTN: Manager, Channel Product Management
With a copy to:
The PNC Bank Financial Services Group, Inc.
Chief Counsel, Intellectual Property
Legal Department
249 Fifth Avenue, P1-POPP-21-1
Pittsburgh, Pennsylvania 15222

If to SJU, then to:
Vice President for Financial Affairs
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131-1395
610-660-1320
Attn: Louis J. Mayer

With a copy to:
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131-1395
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.

(b) Entire Web Agreement. This Web Agreement and the Banking Services Agreement constitute 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.

(c) Counterparts. This Web Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

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

PNC BANK, NATIONAL ASSOCIATION
By: [Signature]
Name: Brian Tymol
Title: VP
Date: 12/29/06

SAINT JOSEPH’S UNIVERSITY
By: [Signature]
Name: Louis J. Mayer
Title: Vice President for Financial Affairs
Date: 12/29/06
SCHEDULE A
PNC BANK MARKS

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

® (Powerlink Logo)

PNC Bank

PNC Advisors

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

a. Do not abbreviate the name to “PNC”

b. When using the PNC Bank name in text as it is here, always present it as two words and display the word "Bank" in upper and lower case

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

d. The PNC Bank logo may ONLY be printed in black or in our corporate color PMS 287

e. The PNC Bank logo may be reversed out of a dark color to white

PNC Bank shall pre-approve all uses of the PNC Marks.
SCHEDULE B
SAINT JOSEPH’S UNIVERSITY MARKS

1. The Saint Joseph’s University Marks that are licensed under the terms of this Web Linking Agreement are:

   Official Identity Signature:

   ![SJU Logo](image1)
   ![SJU Logo](image2)

   Logotype:

   ![SJU Logo](image3)
   ![SJU Logo](image4)

2. PNC Bank agrees to use the Saint Joseph's University Marks in accordance with the standards set forth below:

   a. Do not abbreviate the name to “St.” Joseph’s University

   b. Use original reproduction artwork, never create your own Saint Joseph's University logo, or alter it in any way

   c. The SJU logo may be used isolated from the university name and in conjunction with other images or typographic elements. Whenever the logotype is separated from the identity signature, attempts should be made to feature the name of the University as a typographic signature

   d. The size and proportion between the logotype and nomenclature are fixed and they should never be changed.

   e. The primary colors used for the logotype and identity signature are PMS 201 (crimson) and PMS Cool Gray 11 (granite).

   f. The Saint Joseph's University logotype may only be reproduced in black, or in white, reversed out of dark background colors. It may also be in black, overprinted on light background colors.

   g. The two primary typefaces for University communications are Sabon and Frutiger.

Saint Joseph’s University shall pre-approve all uses of the Saint Joseph's University logo.

University Banking/St. Joseph’s Univ. BSA Bilbie 10-20-06

Exhibit B - 1 to Exhibit C
FIRST AMENDMENT

This First Amendment to the University Banking Services Agreement, ("First Amendment"), is made and entered into as of this 28th day of November, 2011, by and between the Saint Joseph’s University, a Pennsylvania non-profit corporation with its principal offices at 5600 City Avenue, Philadelphia, PA 19131 ("SJU") 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"). The effective date of this Amendment shall be February 21, 2011 ("First Amendment Effective Date").

WHEREAS, SJU and PNC Bank desire to amend that certain University Banking Services Agreement ("Banking Services Agreement") which was effective as of the 1st day of August: 2006.

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

1. Section 1 (g) shall be deleted in its entirety and replaced in its entirety to read as follows:

   Unless otherwise specified herein, including, but not limited to, any Exhibits, “Constituents” shall mean current students and employees of SJU. To the extent there is a conflict between the Banking Services Agreement and any Exhibit(s) to the Banking Services Agreement, the Exhibit(s) controls and, to the extent there is a conflict between any Exhibits hereto, the most recent Exhibit controls.

2. Section 2 shall be deleted in its entirety and replaced in its entirety to read as follows:

   (a) This Agreement shall commence on the Effective Date, August 1, 2006, and shall terminate on December 31, 2013, unless otherwise terminated or amended in accordance with the terms of the Banking Services Agreement.

   (b) SJU may exercise options to renew the Agreement for up to two (2) successive terms, the first option being a two-year term and the second option being a one-year term, (each a “Renewal Term”) by providing written notice to PNC Bank. The deadline for providing notice for the first Renewal Term is no later than June 30, 2013. PNC Bank shall respond to this option no later than August 31, 2013. The deadline for providing notice for the second Renewal Term is June 30, 2015. PNC Bank shall respond to this option no later than August 31, 2015. The termination dates for each successive Renewal Term would be December 31, 2015 and December 31, 2016, respectively.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
3. The Chart included in Section 3(b) shall be deleted in its entirety and replaced in its entirety to read as follows:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>New Student Account</td>
<td>375</td>
<td>700</td>
<td>750</td>
<td>800</td>
<td>850</td>
<td>900</td>
<td>900</td>
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<td>900</td>
<td>900</td>
<td>900</td>
</tr>
<tr>
<td>New Workplace Accounts</td>
<td>25</td>
<td>45</td>
<td>55</td>
<td>75</td>
<td>70</td>
<td>30</td>
<td>30</td>
<td>30</td>
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<td>30</td>
</tr>
<tr>
<td>Total</td>
<td>400</td>
<td>745</td>
<td>805</td>
<td>875</td>
<td>920</td>
<td>930</td>
<td>930</td>
<td>930</td>
<td>930</td>
<td>930</td>
<td>930</td>
</tr>
</tbody>
</table>

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

PNC Bank shall pay SJU the following amounts:
Upon execution of this Agreement: $50,000 and the following amounts ("Royalty Fees") thereafter:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>(Payable 3/2007 for 2006 acquisition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$25,000</td>
<td>(Payable 3/2007 for 2006 acquisition)</td>
</tr>
<tr>
<td>2007</td>
<td>$30,000</td>
<td>(Payable 3/2008 for 2007 acquisition)</td>
</tr>
<tr>
<td>2008</td>
<td>$50,000</td>
<td>(Payable 3/2009 for 2008 acquisition)</td>
</tr>
<tr>
<td>2009</td>
<td>$70,000</td>
<td>(Payable 3/2010 for 2009 acquisition)</td>
</tr>
<tr>
<td>2010</td>
<td>$100,000</td>
<td>(Payable 3/2011 for 2010 acquisition)</td>
</tr>
<tr>
<td>2011</td>
<td>$100,000</td>
<td>(Payable 3/2012 for 2011 acquisition)</td>
</tr>
<tr>
<td>2012</td>
<td>$100,000</td>
<td>(Payable 3/2013 for 2012 acquisition)</td>
</tr>
<tr>
<td>2013</td>
<td>$100,000</td>
<td>(Payable 3/2014 for 2013 acquisition)</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$625,000</td>
<td></td>
</tr>
</tbody>
</table>

Renewal

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>(Payable 3/2015 for 2014 acquisition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$100,000</td>
<td>(Payable 3/2015 for 2014 acquisition)</td>
</tr>
<tr>
<td>2015</td>
<td>$100,000</td>
<td>(Payable 3/2015 for 2014 acquisition)</td>
</tr>
<tr>
<td>2016</td>
<td>$100,000</td>
<td>(Payable 3/2016 for 2015 acquisition)</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$300,000</td>
<td></td>
</tr>
</tbody>
</table>

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

Effective January 1, 2011, for any calendar year in which the Program Goal Total is exceeded by five percent (5%) or more, the Royalty Fee will be increased by ten percent (10%) for such calendar year, so long as the Workplace Program Goal has been met.

6. All references in the Agreement to an Electronic Financial Services Facility, ("EFSP"), shall be deleted and replaced with the term "Electronic Financial Services Center", ("EFSC").

7. Section 7(k) shall be deleted in its entirety and replaced in its entirety to read as follows:
The parties agree that PNC Bank shall design, build and operate the EFSC, at which PNC Bank personnel will offer customer service such as account opening, under the Program, and at which ATM’s will be deployed, in accordance with the provisions of the terms and conditions of that certain agreement between PNC Bank and SJU ("Lease"), which is attached hereto, and incorporated herein by this reference as Exhibit A to the Banking Services Agreement.

8. Unless and except as provided above, all other provisions and terms and conditions of the Agreement, as amended, remain unchanged and 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 First Amendment on its behalf, as of the First Amendment Effective Date.

PNC Bank, National Association
("PNC Bank")

By: ____________________________
Title: __________________________

Address for Notice:
PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue, 20th Fl.
Pittsburgh, PA 15222

Saint Joseph’s University
("SJU")

By: ____________________________
Title: __________________________

Address for Notice:
Saint Joseph University
Office of Financial Affairs
5600 City Avenue
Philadelphia, PA 19131

And

Office of the General Counsel
Saint Joseph’s University
5600 City Avenue
Philadelphia, PA 19131
SECOND AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

THIS SECOND AMENDMENT to the University Banking Services Agreement (the “Second Amendment”) is made and entered into this ___15th__ day of July, 2016, (the “Second Amendment Effective Date”), by and between Saint Joseph’s University, (“SJU”) and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, (“PNC Bank”). This Second 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 Second Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, SJU and PNC Bank entered into a University Banking Services Agreement dated August 1, 2006, as amended by First Amendment, dated November 28, 2011 (collectively the “Agreement”);

WHEREAS, PNC Bank and SJU have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this Second 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 D, Department of Education Cash Management Compliance Agreement, (“CM Agreement”), is hereby added and attached hereto and incorporated by reference into the Agreement.

2. SJU may terminate the Agreement in accordance with the termination provisions set forth in the CM Agreement.

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

4. Any capitalized term which is not defined herein shall have the same meaning as set forth in the Agreement.

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: [Signature]
Title: Senior Vice President
Date: 7/19/2016

Saint Joseph’s University
(“SJU”)

By: [Signature]
Title: VP Finance & Administration
Date: 7/16/16
EXHIBIT D

DEPARTMENT OF EDUCATION CASH MANAGEMENT
COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this ______ day of July, 2016, by and between Saint Joseph’s University, a Pennsylvania non-profit corporation, with its principal office at 5600 City Avenue, Philadelphia, PA 19131, ("SJU"), 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 August 1, 2006 between SJU and PNC Bank, as amended by First Amendment, dated November 28, 2011 (collectively, 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 as defined in the DoE Regulation, defined below; and

WHEREAS, SJU desires to comply with the DoE Regulation requirements for Tier Two Arrangements, that include the direct marketing of a Financial Account; and

WHEREAS, PNC Bank is an experienced financial services provider and participant in Tier Two Arrangements.

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 SJU 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 SJU's products or services who is also a full or part time student of the SJU, expresses dissatisfaction with PNC Bank's products, services and/or business practices which are within the scope of the engagement between the PNC Bank and SJU, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means. Customer Complaints shall be handled according to applicable policies as determined by SJU.

(d) “Direct Marketing” shall mean: (i) SJU 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 co-branded with SJU’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 by SJU to the student for
in institutional purposes, such as a student ID card, 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 PNC Bank.

(h) “PNC Financial Account” shall mean any Financial Account offered by PNC
Bank under the Agreement (which shall not include credit cards).

(i) “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.

(j) “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 of the
U.S. Department of Education (“Secretary”).

2. Student Choice

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

(b) For the benefit of its students and in accordance with the DoE Regulation, SJU
shall provide a list of the major features and fees commonly assessed with the
PNC Financial Account, (the “PNC List”). In order to create the PNC List, SJU
and PNC Bank shall, as applicable, comply with the provisions of Sections 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 on or after
July 1, 2017 by the Secretary.

3. Customer Complaints

In the event that SJU has a direct relationship with or direct contact with PNC Bank
customers covered by this Agreement and, during the term of this Agreement, SJU
receives a Customer Complaint about PNC that (i) Bank which either (i) is not within
SJU’s authority or obligation to resolve; or (ii) becomes public knowledge (for example,
the information appears in printed or other public media); or (iii) raises questions related
to compliance with applicable law, SJU shall promptly notify PNC Bank and deliver to
PNC Bank a written summary or copy of such Customer Complaint along with associated
correspondence and information.
4. SJU DoE Regulation Compliance

(a) **Student Consent.** PNC Bank shall secure the student’s consent prior to opening a PNC Financial Account.

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

(c) **Agreement.** As of the effective date set forth in the DoE Regulation, SJU shall disclose, on SJU’s website, a copy of the Agreement.

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

(1) SJU may also be required, as of the effective date set forth in the DoE Regulation, to disclose on the SJU website, in a manner defined by the Secretary, certain information which may include direct or indirect compensation regarding the most recently completed Award Year under the terms of the Agreement.

(2) SJU may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, and 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”) as defined therein. PNC Bank shall provide the PNC Financial Account Data to SJU at least 30 days before the date on which such data is required by the DoE Regulation to be disclosed, and in the format required by the DoE. If required to be disclosed by the DoE Regulation for any given year, then, as and when required, SJU shall provide the Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public. PNC Bank will use best efforts to comply with the DoE Regulation in connection with the information provided to SJU.

(3) SJU’s compliance with this Section 4(d) shall be consistent with the provisions of Section 5 hereof.

(e) SJU shall, when requested, a copy of the Agreement or up-to-date URL which will be used to comply with the DoE Regulation.

(f) **ATMs.** PNC Bank shall ensure that the ATM services provided by PNC Bank permit students access to their Financial Accounts.

(g) **Best Interest of the Students.** During the Term of the Agreement, SJU will conduct reasonable due diligence reviews, in a manner and at a frequency no less than that defined by the Secretary, 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) SJU shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days of completion of the Review.

(2) The DoE Regulation requires SJU to have the right to terminate the Agreement should a Review disclose that, in the opinion of SJU, the PNC Financial Account fees are not, as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulation requires SJU to have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of SJU. Therefore should any Review or Customer Complaints received by SJU be determined by SJU to be, collectively or individually, a reason for termination of the Agreement by SJU ("DoE Cause for Termination").

(a) SJU agrees that, prior to terminating the Agreement under this Section 4(g)(2), SJU shall enter into a sixty (60) day discussion period with PNC Bank (the "Discussion Period"). During said Discussion Period SJU and PNC Bank 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 PNC Bank 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 mutually agreed upon time period to implement the plan (the "Implementation Period"). PNC Bank shall begin implementation of the Plan promptly following expiration of the Discussion Period.

(b) If the parties cannot agree to a Plan, or if PNC does not complete the Plan within the Implementation Period then SJU may terminate the Agreement upon ninety (90) days written notice to PNC Bank. SJU shall provide such notice no later than fifteen (15) days after the expiration of the Discussion Period. This shall not be deemed a condition of default by PNC Bank under the Agreement.

5. DoE Compliance Information

In order to comply with the DoE Regulation, SJU may be required to disclose information that is deemed by PNC Bank to be proprietary and/or confidential in nature, ("DoE Compliance Information"). In order to ensure that no unintended harm is caused to either party, SJU agrees to the following:
a. Except for the PNC Financial Account Data to be provided to SJU by PNC Bank automatically each year pursuant to Section 4(d)(2) above, SJU shall request any and all other information regarding the Agreement or the PNC Financial Account(s) from PNC Bank, 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 and which is solely in PNC Bank’s possession.

b. SJU shall not release any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of PNC Bank, which approval shall not be unreasonably withheld, conditioned or delayed, unless such release is mandated by law.

c. PNC Bank reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by SJU regarding PNC Bank, the PNC Financial Account, and any other information related thereto.

[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.

SAINT JOSEPH’S UNIVERSITY

By: __________________________

Name: Matthew M. Beranger

Title: VP Finance & Administration and Treasurer

Date: 7/19/2015

PNC BANK, NATIONAL ASSOCIATION

By: __________________________

Name: Nickolas Cerro

Title: Senior Vice President, SJU-Banking

Date: 7/19/2016
THIRD AMENDMENT

This Third Amendment to the University Banking Services Agreement, ("Third Amendment"), is made and entered into effective as of this 31st day of August, 2016 (the "Third Amendment Effective Date") by and between the Saint Joseph’s University ("University") and PNC Bank, National Association ("PNC Bank"). All capitalized terms used in this the Third Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated August 1, 2006, and subsequently, on November 28, 2011, executed an Electronic Financial Services Center Lease ("EFSC Lease") designated as Exhibit A to University Banking Services Agreement (collectively the "Agreement"); and

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

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

1. Section 2 of the Agreement is hereby deleted in its entirety and replaced in its entirety as follows:

“This Agreement shall commence on the Effective Date, August 1, 2006 and, unless otherwise terminated or amended in accordance with the terms of this Agreement, will continue until December 31, 2021. The Agreement may be renewed for one additional renewal term of five (5) years (the “Renewal Term”). University shall provide ninety (90) days prior written notice to PNC Bank if it wishes to renew the Agreement.”

2. Section 3 of the Agreement, Pricing, Payment Terms, is hereby deleted in its entirety and replaced in its entirety as follows:

(a) “Each January of the Term, beginning with January 2018, the parties shall conduct an annual review of the performance of the applicable year of the Program, with Program Expectations stated for new student accounts for each year of the Term and Program Expectations stated for faculty and staff accounts for each year of the Term. In the event the parties agree to extend the Term, the program Expectations and royalty shall be negotiated by the parties in good faith.

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

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Student Accounts</td>
<td>900</td>
<td>900</td>
<td>900</td>
<td>900</td>
<td>900</td>
</tr>
<tr>
<td>Workplace Accounts</td>
<td>17</td>
<td>17</td>
<td>17</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>917</td>
<td>917</td>
<td>917</td>
<td>917</td>
<td>917</td>
</tr>
</tbody>
</table>
(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 Expectations Total for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty as further described in subsections (c) through (f) herein:

<table>
<thead>
<tr>
<th>Year</th>
<th>Royalty Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2057</td>
<td>$100,000</td>
</tr>
<tr>
<td>2018</td>
<td>$100,000</td>
</tr>
<tr>
<td>2019</td>
<td>$100,000</td>
</tr>
<tr>
<td>2020</td>
<td>$100,000</td>
</tr>
<tr>
<td>2021</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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

(d) Notwithstanding subsection 3(b), in the event that University does not attain the Program Expectations Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph (b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Expectations Total for that calendar year; or (ii) an amount equal to two-thirds \((2/3)^{\text{th}}\) of the Royalty stated in paragraph (b) for the applicable calendar year.

(e) As of the Effective Date of this Agreement for any calendar year in which a minimum of eighty percent \((80\%)\) of the Faculty/Staff Expectations have been met, and the Program Expectations Total is exceeded, the Royalty will be increased for such calendar year using the percentage formula set forth below.

<table>
<thead>
<tr>
<th>Exceeds Program Expectations</th>
<th>Additional Royalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>2%</td>
<td>2%</td>
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<tr>
<td>3%</td>
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<td>4%</td>
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<tr>
<td>5%</td>
<td>10%</td>
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<td>6%</td>
<td>11%</td>
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<td>7%</td>
<td>12%</td>
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<td>8%</td>
<td>13%</td>
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<tr>
<td>9%</td>
<td>14%</td>
</tr>
<tr>
<td>10% or greater</td>
<td>20%</td>
</tr>
</tbody>
</table>

(f) The Annual Royalty will be paid no later than the first day February of the year following the calendar year to which the payment relates.
<table>
<thead>
<tr>
<th>YEAR</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>2018</td>
<td>February 1, 2019</td>
</tr>
<tr>
<td>2019</td>
<td>February 1, 2020</td>
</tr>
<tr>
<td>2020</td>
<td>February 1, 2021</td>
</tr>
<tr>
<td>2021</td>
<td>February 1, 2022</td>
</tr>
</tbody>
</table>

The University’s failure to meet the Expectations 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 Expectations Total is met.

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

3. Exhibit A to the University Banking Services Agreement, also known as that certain Electronic Financial Services Center Lease dated November 28, 2011, Section 2, Term is hereby deleted in its entirety and replaced in its entirety as follows: “The EFSC Lease term shall be coterminous with the University Banking Services Agreement.”

4. Section 8 of the EFSC Lease is hereby deleted in its entirety and replaced in its entirety as follows:

(i) **Banking Services.** Tenant agrees to provide Banking Services to the public on the Demised Premises. “Banking Services” shall include deployment of ATMs and/or any other financial service permitted by applicable law. Such Banking Services shall be provided according to the following schedule:

  o The ESFC shall be operated forty (40) hours each week during the months September through October.
  o The EFSC shall operate on a reduced schedule November through the end of the academic year.

(ii) 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 Banking 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.

All provisions of the Agreement not specifically mentioned in this Third Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Third Amendment on its behalf, as of the Third Amendment Effective Date.

PNC Bank, National Association
("PNC Bank")
By: ___________________________
    Nickolas Certo
Title: Senior Vice President
Date: 3/31/2016

St. Joseph's University
("University")
By: ___________________________
Title: Vice President Finance - Administration
Date: 3/31/16