

LEASE

THIS LEASE is made this 30th day of June, 2012, between the STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND ON BEHALF OF ITS CONSTITUENT INSTITUTION THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (hereinafter called "Lessor" or the "Lessor" and sometimes referred to as "UMBC"), and PNC Bank, National Association (hereinafter called "Lessee" or the "Lessee").

Name of Lessee: PNC Bank, National Association

Address of Lessee: One PNC Plaza, 249 Fifth Avenue

City, State and Zip Code: Pittsburgh, Pennsylvania 15222

Person to contact in Lessee's office: Nickolas Certo

Phone number to contact for problems: 412-762-6755

1. Premises:

1.1. Demised Premises. In consideration of Lessee's agreement to pay the Rental and the covenants and conditions herein contained, Lessor demises and leases unto Lessee the premises (hereinafter referred to as the ("Demised Premises") located on Main Street on the first floor of Lessor's Commons building, on the University of Maryland, Baltimore Campus (the "Campus"). As used herein, the "Campus" excludes Walker Avenue Apartments which are currently ground-leased to a third party. The "Campus" also excludes any other portions of Lessor's real property that may be ground-leased by Lessor to third parties during the term hereof.

The Demised Premises contains approximately 543 net usable square feet of space more or less, on Main Street on the first floor of the Commons building (hereinafter, the "Building"; said Building and Campus are hereinafter collectively referred to as the "Property") to be used for the following purpose: installing, maintaining and operating a general banking business therein, including the operation of a retail branch banking office and a minimum of one (1) automatic teller machines ("ATMs"), as more specifically provided in Section 9.1, and for no other purpose without the prior written consent of Lessor.

1.2. Licensed Premises. In addition, in consideration as aforesaid, Lessor shall from time to time grant Lessee licenses of premises to be used by Lessee for the provision of customer banking services by way of two (2) ATMs, which shall be governed by and in accordance with the provisions of the Master License Agreement between Lessee and the Lessor entered into contemporaneously with this Lease.

1.3. Relocation of Demised Premises. The Lessor shall have the right, from time to time during the Term, to relocate the Demised Premises to another location within the Building or such other location on the following terms and conditions: (i) Lessee has agreed to the new location in writing, provided that Lessee's consent shall not be unreasonably withheld (ii) the new location shall have an area (in net rentable square

feet) at least equal to the then current area (in net rentable square feet) of the Demised Premises; (iii) the new location shall be provided Utilities and Services (as hereinafter defined in Section 10.1.) at least equal to those provided in the Demised Premises; (iv) the new location shall have comparable access and visibility to the then current location; and (v) Lessor shall give Lessee written notice of Lessor's intention to relocate the Demised Premises at least sixty (60) days before undertaking such relocation. Lessor agrees that it shall consult with Lessee during the development of any such relocation plans.

In respect to each relocation of Lessee permitted in this Section 1.3., Lessor without cost to Lessee shall cause Lessee's machinery, furniture, fixtures, and equipment within the Demised Premises to be installed in the new location in such manner as to provide Lessee with a "turn-key" operation. Upon the completion of such relocation, this Lease automatically shall cease to govern the Demised Premises, and automatically thereafter shall govern and shall be a grant of the space in the new location, as aforesaid, all on the same terms and conditions as those set forth in the provisions of this Lease as in effect at that time. Thereupon, the term "Demised Premises" shall mean the new location and the parties shall amend the Lease to reflect the description of the Demised Premises.

2. **Common Areas:**

In addition to the use of the Demised Premises, Lessee, its employees, visitors, and business invitees shall have the right to use the Common Areas (as hereinafter defined) in common with Lessor and other tenants of the Building. All Common Areas shall be subject to the exclusive control of Lessor. Lessor shall operate, manage, equip, light, clean and maintain the Common Areas, and keep such areas free of rubbish, waste, refuse and other debris, and snow and ice. Lessor shall make all necessary repairs and replacements to the Common Areas so as to maintain and keep such areas in good, serviceable and useful condition throughout the Term (as hereinafter defined). Lessor shall not be responsible to maintain security for any of Lessee's ATMs located in the Common Areas. Lessor is permitted to close temporarily any portion of the Common Areas for the purpose of making repairs, changes or alterations thereto or performing necessary maintenance; provided, however, there shall not be any unreasonable obstruction of Lessee's right of access to the Demised Premises and the Common Areas or any unreasonable interference with Lessee's use thereof.

"Common Areas" are defined as those portions of the Property, which are for Lessee's non-exclusive use and for the common use of all tenants of the Property, including parking areas, sidewalks, landscaping, curbs, private streets and alleys, lighting facilities, hallways, lavatories, stairways, elevators, shipping and receiving areas, and any other areas and improvements so provided by Lessor for the common use of all tenants of the Property.

3. **Parking Spaces:**

Lessor grants to Lessee and its invitees and licensees, for the duration of the Term (as hereinafter defined), a license to use a total of up to three (3) unreserved parking spaces in the D zone on the campus, for the same published rates as Lessor charges, from time to time, for its contractor parking. On the date of this Lease, that rate is Two Hundred Sixty Dollars (\$260) per parking space per year.

4. **Term:**

4.1. Length of Term. The Term (hereinafter the "Term") of the Lease is ten (10) years and commences on July 1, 2012 (the "Commencement Date") and expires on June 30, 2022 ("Termination Date") unless otherwise terminated as provided herein. The first "Lease Year" shall commence on the Commencement Date and shall end on June 30, 2013; thereafter each Lease Year shall consist of successive periods of twelve calendar months.

4.2. Option to Renew. Intentionally deleted.

5. **Rental:**

5.1. Branch Rent. The branch rent ("Rent") due by Lessee to Lessor for the first Lease Year is [REDACTED] per annum ([REDACTED] per month). After the first Lease Year, on the first day of each subsequent Lease Year, the Rent shall be the lesser of the amounts obtained by multiplying the Annual Base Rent (as defined below) by (i) three percent (3%); or (ii) the percentage change that is published for the December of each immediately preceding Lease Year in the "Consumer Price Index" or "CPI" which means the Consumer Price Index for All Urban Consumers, CD-MD-VA-WV (1996), published by the Bureau of Labor Statistics of the United States Department of Labor ("BLS"). If the publication of the Consumer Price Index is discontinued, a nationally recognized comparable index shall be substituted as mutually agreed to by the parties. The Annual Base Rent for any Lease Year shall be the Rent then in effect for the immediately preceding Lease Year.

Rent shall be due and payable in advance, in monthly installments on the 1st day of each month during the Term.

5.2 Additional Lease Payments: Lessee shall pay Lessor additional lease payments ("Additional Lease Payments") of Fifteen Thousand Dollars (\$15,000) per Lease Year. The Additional Lease Payments shall be payable within thirty (30) days after the commencement of each Lease Year.

5.3. Bonus Rent.

(a) Each July of the Term, beginning with July 1, 2013 (“Effective Date”), the parties shall conduct an annual review of Lessee’s performance of the prior calendar year, with program goals stated for new student accounts for each calendar year and program goals stated for faculty and staff accounts for each calendar year (hereinafter collectively referred to as Program Goals”).

Account numbers are based on a January-December calendar year or sub calendar year. Program Goals are set forth below and may be adjusted by mutual consent.

	2012	2013	2014	2015	2016	2017
Student-New Checking Accounts	1200	1775	1149	1033	1033	1033
Faculty & Staff -New Checking Accounts	59	39	20	20	20	20
Program Goal Total	1259	1814	1169	1053	1053	1053

	2018	2019	2020	2021	2022
Student-New Checking Accounts	1033	1033	1033	1033	497
Faculty & Staff -New Checking Accounts	20	20	20	20	20
Program Goal Total	1053	1053	1053	1053	517

(b) In exchange for the consideration provided under this Lease, Lessee will pay to Lessor an annual payment (“Bonus Rent”) calculated in accordance with this paragraph or, if applicable, paragraph (c) below. In the event that Lessor attains the Program Goal Total for a calendar year as specified in paragraph (a) above, Lessee will pay to Lessor the following Bonus Rent:

<u>Calendar Year</u>	<u>Amount</u>
2012	[REDACTED]
2013	[REDACTED]
2014	[REDACTED]
2015	[REDACTED]
2016	[REDACTED]
2017	[REDACTED]
2018	[REDACTED]
2019	[REDACTED]
2020	[REDACTED]
2021	[REDACTED]
2022	[REDACTED]

Lessee shall also pay Lessor a one-time guaranteed signing bonus in the amount of [REDACTED]. The guaranteed signing bonus shall be paid not later than sixty (60) days after this Lease is fully executed. The signing bonus shall be considered “Bonus Rent”.

(c) In the event the Lessor fails to achieve the Program Goals by category as stated in subsection 5.3(a), but achieves the total Program Goals for new accounts in any calendar year of the Term, Lessee shall pay Lessor as set forth in Section 5.3(b).

(d) Notwithstanding subsection 5.3(b), in the event that Lessor does not attain the Program Goal Total for any calendar year of the Term as specified in Section 5.3(a), Lessee will pay to Lessor for any such calendar year a minimum guaranteed Bonus Rent (“Minimum Annual Bonus Rent”) equal to two-thirds ($2/3^{rds}$) or sixty-six percent (66%) of the Bonus Rent stated in Section 5.3(b) for the applicable calendar year. The Minimum Annual Bonus Rent shall be paid by the Lessee to the Lessor by January 30th of each calendar year of the Term for the calendar year immediately preceding.

(e) As of the anniversary of the Effective Date for any calendar year in which a minimum of eighty percent (80%) of the Faculty/Staff goals have been met, and the Program Goal Total is exceeded, the Lessee shall pay the Lessor additional Bonus Rent ("Additional Bonus Rent") for such year using the percentage formula set forth below.

Exceeds Program Goals	Additional Bonus Rent
1%	1%
2%	2%
3%	3%
4%	4%
5%	10%
6%	11%
7%	12%
8%	13%
9%	14%
10% or greater	20%

The Additional Bonus Rent shall be paid no later than January 30th with the exception of calendar year 2022 in which payment shall be made by June 30th.

(f) The Lessor's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in Section 5.3 (d) of Minimum Annual Bonus Rent for any lease year of the Term.

(g) Provided that Lessor can do so without violating the terms of any existing agreement to which it is a party, Lessor agrees to engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to accounts, upon the request of the account owner, ("ID Card Linking") which is anticipated to be established no later than August 31, 2013. The Lessee shall contribute [REDACTED] to the Lessor for costs associated with the transition to this program.

5.4. Additional Rent; Rental. Any expense or payments in addition to the Rent, including but not limited to Bonus Rent, shall be "Additional Rent" whether or not specifically referred to as Additional Rent (Rent and Additional Rent are collectively "Rental" in this Lease). Any payment of Rental other than Rent or Bonus Rent due under this Lease shall be made within thirty (30) days of the due date.

5.5. Late Charge. In the event that any monthly installment of Rent or any payment of Additional Rent shall be past due for more than five (5) days, Lessee shall pay to Lessor as Additional Rent a late charge equal to five percent (5%) of the unpaid Rental, or, if the unpaid Rental shall be past due for more than thirty (30) days, interest at the rate of fifteen percent (15%) per annum. The late charge imposed under this

paragraph is not a penalty and has been agreed to by Lessor and Lessee as necessary to compensate Lessor for its additional costs associated with handling the late payment.

5.6. Security Deposit. Lessee shall post with Lessor and maintain during the Term a security deposit in the amount of [REDACTED] Dollars (the "Security Deposit").

The Security Deposit shall be paid at the same time as the first month's Rent. The Security Deposit shall be held as security for Lessee's payment of Rental and performance of all of its other obligations under this Agreement. On the occurrence of an Event of Default (as hereinafter defined), Lessor shall be entitled, in its sole discretion, to apply any or all of the Security Deposit in payment of any Rental then due and unpaid, any expense incurred by the Lessor in curing any such default, and any damages incurred by Lessor by reason of such default (including reasonable fees for attorneys), in which event Lessee shall immediately restore the amount so applied. However, Lessor's rights under this Section 5.6 shall not in any event limit the rights, remedies and damages accruing to Lessor under this Lease or under applicable law on account of an Event of Default. The Security Deposit, or balance thereof after deduction of any unpaid Rental or other applicable expenses or damages, is to be applied to reduce the last month's Rent due under this Lease. Interest, if any, on the Security Deposit, shall not accrue to the benefit of the Lessee.

5.7. Place of Payment of Rental. Rental payment shall be payable at: UMBC Accounts Payable Office, 1000 Hilltop Circle, Administration Building #300, Baltimore, MD 21250, or at such other place or places as may be designated from time to time by Lessor, during normal business hours and shall be due in advance on the first day of each month.

Each such payment shall be made promptly when due, without any deduction or setoff whatsoever, and without demand. Any such payment which is less than the amount of Rent then due shall constitute a payment made on account thereof, the parties hereby agreeing that Lessor's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or Lessor's acceptance thereof constitutes payment in full of the amount of Rent then due) shall not alter or impair Lessor's rights hereunder to be paid all of such amount then due, or in any other respect.

6. **Exclusive Rights**: Lessee shall be the only bank to which Lessor shall lease facilities in the Commons Building while this Lease is in effect, provided that for the duration of the Term, Lessor shall not be precluded from: (a) leasing facilities outside of the Commons Building to other banks; (b) acquiring banking services for its own institutional use from financial institutions other than Lessee; and (c) continuing the operation and maintenance on Campus of the State Employees Credit Union ("SECU") ATM and adding other non-bank brand ("Generic") ATMs. The SECU and Generic ATMs are hereinafter referred to as the Non-PNC ATMs.

In the event that the agreements applicable to the Non-PNC ATMs are terminated, Lessor shall extend to Lessee a thirty (30) day right of refusal to provide an additional ATM, which shall be provided pursuant to the terms and conditions of the Master License Agreement. If Lessee shall choose not to provide an additional ATM, Lessor shall have the right, but not the obligation, to seek additional ATM services from another financial provider. As used in this Section 6, "bank" shall include any state or federally chartered bank, savings institution or credit union and "banking services" shall include any and all services typically offered to the public by such institutions.

7. **No Transfers:**

7.1 Assignments, Subleases, Mortgages.

(a) Lessee shall not assign this Lease, in whole or in part, nor sublet all or any part of the Demised Premises, nor pledge by mortgage or other instrument Lessee's interest in the Lease or Demised Premises, or permit the use of the Demised Premises by any person or persons other than Lessor, without the prior written consent of Lessor, said consent to be granted, conditioned, delayed or withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor agrees that Lessee may assign its interest in this Lease to a parent, subsidiary or affiliate entity or to a successor by merger, consolidation or sale of substantially all of Lessee's assets and Lessee shall be released from all its obligations under the Lease, provided that any such successor entity has a net worth of at least Five Million Dollars (\$5,000,000), shall be bound by the terms and conditions of this Lease and assumes all of Lessee's obligations hereunder, in a form and manner acceptable to Lessor in its sole discretion. For purposes of this subparagraph, a successor by merger is defined as a bank which Lessee is merged into, or which acquires at least fifty percent (50%) of Lessee's stock.

(b) Lessor's fee simple interest in the Demised Premises may not be encumbered or subordinated by operation of this Lease or by any action taken by the Lessee.

7.2 Involuntary Transfers, Bankruptcy.

(a) Neither this Lease, nor the leasehold estate of Lessee, nor any interest of Lessee hereunder in the Demised Premises shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and as of no effect.

(b) Without limiting the generality of the provision under the preceding subparagraph (a), Lessee covenants and agrees that if: (i) any proceedings under the Bankruptcy Code or any amendment thereto are commenced by or against Lessee, and, if against Lessee, said proceedings are not dismissed by either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization;

(ii) Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors; (iii) a writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within forty five (45) days thereafter; or (iv) a receiver is appointed in any proceeding or action to which Lessee is a party with authority to take possession or control of the Demised Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of forty five (45) days after the appointment of the receiver; then any such event or any involuntary assignment prohibited by the provisions of the preceding subparagraph (a) shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, ipso facto, and without notice or entry or other action of Lessor, terminate this Lease and all rights of Lessee and any and all other persons claiming under this Lease.

8. **Alterations:**

(a) Except as otherwise provided in Sections 9.2. and 9.3., the Lessee shall not make any alteration, addition or improvement to the Demised Premises whether structural or non-structural and including any signs or other items which may be visible from the exterior of the Demised Premises without first obtaining the Lessor's prior written consent thereto, which consent may be withheld, delayed or conditioned in the sole discretion of Lessor with regard to structural alterations, additions or improvements and in the reasonable discretion of Lessor with regard to cosmetic alterations, additions or improvements.

(b) Subject to the requirements of subparagraphs (c) through (f) of this Section 8, Lessee may, at its sole cost and expense, install lines or special wiring for telephones and other electronic or communications equipment necessary for the conduct of its business, and these same shall remain the property of Lessee, and may be realigned, maintained or removed at the sole option, cost and expense of Lessee during the Term. Upon the expiration or termination of this Lease, Lessee shall remove the lines or special wiring at Lessor's request and at Lessee's cost and expense. Lessee shall repair any and all damages occasioned by the installation, realignment or removal at its sole cost and expense. Lessee shall not connect any apparatus, machinery or device with any electric wires, or water or air pipes without the consent of Lessor.

(c) Lessee shall submit to Lessor for Lessor's consent, plans and specifications for any and all proposed alterations, additions or improvements (i) at the level of specificity requested by the Lessor and (ii) prepared by an engineer or architect licensed in the State of Maryland ("State").

(d) If the Lessor consents to any proposed alteration, addition or improvement, Lessee shall cause the same to be made (i) promptly, (ii) at its sole cost and expense, (iii) at a time and in a manner as to not interfere unreasonably with the use and enjoyment of the remainder of the Property by any other person, (iv) under written contracts with a contractor or contractors licensed to do business in the State of Maryland which conform to the requirements of this Lease, unless Lessor, in writing, has waived such a requirement, (v) only after Lessee, at its sole cost and expense has obtained any

and all permits and approvals from any governmental authority having jurisdiction and has delivered copies thereof to Lessor, (vi) under the supervision of the Lessor, which supervision or inspection shall be for the sole benefit of the Lessor, and (vii) subject to any and all conditions of the Lessor included in its consent; provided, however that the Lessor's consent, supervision or inspection pursuant to paragraphs (b) and (c) shall not relieve Lessee of any obligations under this Lease or be deemed as making Lessor responsible, and Lessor shall not be responsible, for the alterations, additions or improvements.

(e) Any alterations, additions and improvements made to the Demised Premises by the Lessee shall be made in a good and workmanlike manner, in compliance with the plans and specifications consented to by the Lessor and in compliance with UMBC standards, the most recent copy of which has been provided to Lessee, all applicable laws, regulations, ordinances and rules of any governmental or quasi-governmental authority having jurisdiction, including without limitation, the Americans with Disabilities Act of 1990, and any amendments thereto (the "ADA"). Notwithstanding the foregoing, PNC Bank shall not be obligated to comply with the ADA Accessibility Guidelines for Buildings and Facilities (the "Guidelines") with respect to the Property, or any federal, state or local laws enforcing said Guidelines at the Property.

(f) In case of any alteration, addition or improvements performed for Lessee by a third party contractor, the Lessee shall require such third party contractor (i) to enter into a written agreement, (ii) to secure and deliver to the Lessor a corporate performance and payment bond or other financial guarantees, satisfactory to the Lessor, in an amount not less than one hundred percent (100%) of the estimated cost of the work, running to the Lessee and the Lessor, as obligees, (iii) except with Lessor's prior written consent, to store no materials on the Property except within the Demised Premises, (iv) to deliver to Lessee and cause its subcontractors, laborers and materialmen to deliver waiver of liens, (v) to obtain and maintain throughout the progress of the work general commercial liability insurance in an amount acceptable to Lessor, such policy or policies being subject to the requirements of Section 15 of this Lease (including but not limited to the requirement for contractual liability insurance, covering among other matters any indemnification, on the part of the third party contractor in question, required under this Lease), and (vi) to indemnify, hold harmless and upon request defend the Lessor, the University System of Maryland and its Board of Regents, the State of Maryland, and their respective officers, agents, and employees (the "State Parties"), against and from any and all liability or claim of liability, expenses, costs and damages (including reasonable attorney's fees) arising out of (a) any work or thing whatsoever done or not done on the Demised Premises or the remainder of the Property by or under that third party contractor, (b) any breach or default by the third party contractor under its contract with the Lessee, (c) any negligent, intentionally tortious or other act or omission of the third party contractor or any of its agents, laborers, materialmen, subcontractors, servants, employees or invitees on or affecting the Demised Premises or the remainder of the Property, property thereon or persons using or occupying the same or (d) any injury to or death of any person or damage to any property occurring on the Property in any way

arising out of the acts or omissions of the third party contractor and any of its agents, subcontractors, materialmen, servants, employees or invitees. The indemnification provisions of this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the expiration or termination of the Lease.

9. **Use and Operations:**

9.1. Use of Demised Premises. Lessee shall not use or permit the Demised Premises, or any part thereof, to be used for any purposes other than the operation of a retail branch banking office with ATMs and night deposit boxes, and a processing center for bank operations ("Permitted Use"). Furthermore, no use of the Demised Premises shall be made or permitted to be made that shall result in: (i) waste of the Demised Premises or any part thereof; (ii) a public or private nuisance that may disturb the quiet enjoyment of Lessor or other tenants in the Building, students, employees or invitees of Lessor elsewhere on Campus; (iii) improper, unlawful, or objectionable use including sale, storage or preparation of food, alcoholic beverages, or materials generating an odor on the Demised Premises or in the Common Areas; (iv) noises or vibrations that may disturb the Lessor or other tenants, students, employees or invitees of Lessor elsewhere on Campus; or (v) a material increase in the amount of Utilities and Services agreed to be furnished or supplied under this Lease pursuant to Section 10.1.

9.2. Maintenance and Non-Structural Repairs by Lessee. Lessee shall at all times at its own expense keep the Demised Premises in a neat, orderly, safe and usable condition and keep and maintain the Demised Premises in good order and repair, and in a neat, safe, clean and orderly condition, including, but not limited to, reasonable periodic painting and making all nonstructural ordinary and extraordinary, foreseen and unforeseen repairs and replacements to the plumbing and electrical apparatus therein (but excluding electrical wiring serving the Demised Premises or within the Demised Premises, except electrical wiring and equipment permitted under Section 8(b)), and to the window glass within the Demised Premises. Lessee shall not overload the electrical wiring, mains, feeders, ducts, conduits, heating, ventilating and air-conditioning systems and equipment serving the Demised Premises or within the Demised Premises.

9.3. Additional Repairs by Lessee. Lessee shall repair promptly at its own expense by or under the direction of Lessor any damage (whether structural or nonstructural) to the Demised Premises caused by any construction or alterations performed by Lessee or by bringing into the Demised Premises any property for Lessee's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless solely by the negligence or willful misconduct of Lessor, its employees, agents, or contractors or subcontractors or their agents or employees.

9.4. Non-Violation of Insurance Policies. Lessee shall not do, omit to do, or suffer to be done or keep or suffer to be kept anything in, upon, or about the Property which will violate the provisions of Lessor's policies, if any, insuring the Demised Premises and the Building against loss or damage by fire or other hazards (including, but not limited to, public liability).

9.5. Repairs by Lessor. Except as otherwise provided by Sections 8, 9.2 and 9.3., Lessor shall maintain in good order and condition the structural elements, central heating and air conditioning systems of the Building and the electrical wiring serving the Demised Premises or within the Demised Premises and shall make all structural repairs and replacements, including but not limited to structural columns and floors (excluding floor covering such as carpet and floor tile) of the Demised Premises, the roof of the Building, and the exterior walls of the Building (excluding glass within the Demised Premises), provided Lessee gives Lessor written notice specifying the need for and nature of such repairs or replacements; provided, however, if Lessor is required to make any repairs to such portions of the Demised Premises or Building by reason, in whole or in part, of the negligent act or failure to act by Lessee or Lessee's contractors or subcontractors or its or their agents or employees, or by reason of any unusual use of the Demised Premises by Lessee (whether or not such use is a permitted use hereunder), Lessor may collect the cost of such repairs from Lessee, as Additional Rent, upon demand, for any sums paid or costs incurred in curing such default and the late charge or interest specified under Section 5.5 shall accrue from the date Lessor cures such default until it is reimbursed therefor.

9.6. Lessor Not Liable for Disruption. Except as provided herein, Lessor shall have no liability to Lessee by reason of any inconvenience, annoyance, interruption, or injury to business arising from (i) any relocation of Lessee as provided for in this Lease, or (ii) the making of any repairs or changes that Lessor is required or permitted to make in or to any portion of the Demised Premises and/or Building by (a) this Lease, (b) any other tenant's lease, or (c) law.

9.7. Lessor's Right to Alter and Expand Building. Lessor shall have the exclusive right to use all or any part of the roof and exterior walls of the Building for any purpose; to make alterations and to build additional stories on the Building and to build adjoining the same; and to erect and maintain in connection with any construction thereof temporary scaffolds and other aids to construction on the exterior of the Building. Lessor shall have access to the Demised Premises that may be necessary or desirable to perform such work. Except in case of emergency, Lessor will give Lessee no less than forty-eight (48) hours' prior written notice of such work and shall schedule such work after the Lessee has closed for business for the day. Lessee shall not be entitled to any abatement of Rent on account thereof.

9.8. **Mechanics' Liens.** Lessee shall not do or suffer to be done any act, matter, or thing whereby Lessee's interest in the Demised Premises, or any part thereof, may be encumbered by any mechanic's lien. Lessee shall discharge or stay the enforcement by bond or otherwise, within twenty (20) days after the date of filing, any mechanic's lien filed against Lessee's interest in the Demised Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Lessee. Lessor may, at its option, discharge any such mechanic's lien not discharged by Lessee within such twenty (20) day period, and Lessee, upon demand, shall reimburse Lessor for any such expense incurred by Lessor. Any monies expended by Lessor shall be deemed Additional Rent; collectible as such by Lessee, and the late charge or interest specified in Section 5.5. shall accrue from the date Lessor becomes obligated for such expenses. Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and no mechanics' or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Lessor in and to the Demised Premises or the Property.

10. **Utilities and Services:**

10.1. **Utilities.** Provided that Lessee is not in default hereunder, beyond any applicable notice and/or cure periods, Lessor shall supply electricity for normal lighting, desktop office equipment and normal copying equipment, and water, heating, ventilation, air conditioning, and sewer services to the Demised Premises as are reasonably adequate for the commercial operation of the Demised Premises for the Permitted Use and for the comfortable use and occupancy of the Premises, during Banking Hours, as hereinafter defined in Section 28.6. ("Utilities and Services"). Lessee shall pay Lessor Lessee's proportionate share of all charges incurred by Landlord for Utilities and Services supplied to the Building, which proportionate share shall be 0.65%, determined based on the proportion that the square footage of the Demised Premises bears in relation to the total square footage of the Building. Except as otherwise provided in Section 10.3. of this Lease, Lessor shall not be liable for any interruptions or failures of Utilities and Services to the Demised Premises.

10.2. **Telecommunication and Security Services.** Lessee shall be responsible for payment of its bills for the provision to the Demised Premises of telecommunication, security and all other services not included in Section 10.1 and 10.4

10.3. **Interruption of Utilities and Services.** Lessor reserves the right to stop provision of Utilities and Services, and elevator and plumbing service, or other services within the Building, when necessary, by reason of accident, or emergency, or for repairs, alterations, replacements, or improvements, which in the judgment of Lessor are desirable or necessary to be made, until said repairs, alterations, replacements, or improvements shall have been completed. Lessor shall have no responsibility or liability for failure to supply Utilities and Services or elevator, plumbing or other service, during said period or when prevented from so doing for any reason specified in Section 24 hereof.

No such interruption or suspension of Utilities and Services or other services shall be deemed an eviction or disturbance to Lessee's use and enjoyment of the Demised Premises or any part thereof, nor shall any such interruption or suspension render Lessor liable to Lessee for damages. If Lessor suspends the Utilities and Services for reasons within the control of Lessor for more than three (3) consecutive business days, then Rent payable by Lessee shall be abated on a pro rata basis for each day after the third such consecutive business day. If Lessor suspends the aforementioned services for reasons within the control of Lessor for more than thirty (30) consecutive calendar days, then Lessor shall relocate Lessee to temporary space on the Campus suitable for Lessee's conducting a majority of its banking business, in accordance with applicable regulatory standards as well as Lessee's governing corporate policies and procedures.

10.4 Cleaning. Janitorial services for the Demised Premises are provided by the Lessor and are included in the Rent.

11. **Holdover:**

This Lease and the tenancy hereby created shall cease and terminate at the end of the Term, without the necessity of any further notice from either the Lessor or the Lessee. The continued occupancy of the Demised Premises by the Lessee after the expiration of the Term, or after termination shall not operate to renew this Lease for any additional term or part thereof. In the event of such holding over by Lessee, Lessee shall be and remain liable to the Lessor for Rent for the Demised Premises for the time the same are actually occupied by Lessee. Rent shall be calculated at double the monthly rate required of Lessee during the term immediately preceding the holdover period, but nothing herein shall confer upon the Lessee any right to remain in the Demised Premises after termination, except with the consent of the Lessor.

12. **Surrender:**

At the expiration or earlier termination of the Term, Lessee shall peaceably surrender the Demised Premises in broom clean condition and good order and repair and otherwise in the same condition as the Demised Premises were upon the commencement of this Lease, except for (i) ordinary wear and tear; (ii) damage by fire or other casualty unless Lessee would be required to repair such damage under Section 17 of this Lease; (iii) damage arising from any cause not required to be repaired or replaced by the Lessee or the Lessor; and (iv) alterations as permitted by this Lease or Lessor unless consent was conditioned on their removal.

Lessee shall remove any trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property installed in or on the Premises by Tenant at its expense and which Lessor in its reasonable discretion determines are not fixtures ("Tenant's Property"), and all alterations which Lessee is required or permitted to remove from the Demised Premises under the provisions of this Lease, and repair at its sole cost and expense any damage to the Premises caused by this removal. In the event of the

Lessee's failure to so remove within fifteen (15) days, Lessor at its option may either (i) cause that property to be removed at the risk and expense of Lessee (both as to loss and damage), and Lessee hereby agrees to pay all reasonable costs and expenses incurred thereby, including sums paid to store the property elsewhere and the costs of any repairs to the Demised Premises caused by the removal of the property, or (ii) upon five (5) days' written notice to Lessee, which the parties agree is commercially reasonable, sell at public or private sale any or all of such property, whether exempt or not from sale under execution or attachment (such property being deemed charged with a lien in favor of Lessor for all sums due hereunder), with the proceeds to be applied first, to the costs and expenses of retaking, removal, storage, preparing for sale, and sale of the property (including reasonable attorney's fees), and second, to the payment of any sum due hereunder to Lessor (including Rent, charges and damages, both theretofore and thereafter accruing), or (iii) at Lessor's option, title shall pass to Lessor.

13. Compliance With Laws and Environmental Covenants:

13.1 Legal Requirements. Except as otherwise set forth in this Lease, throughout the Term, the Lessee shall comply promptly and fully, in all respects, with all applicable laws, ordinances, notices, orders, rules, regulations and requirements of all federal, state and municipal governments and all of their departments, commissions, boards and officers, as the same may be amended from time to time, including, without limitation, the ADA, and any regulations issued in relation to the ADA, the Maryland Building Code for the Handicapped and the Occupational Safety and Health Standards of the State and the United States, and the requirements or conditions of any license, permit, approval or other right or privilege applicable to the Demised Premises ("Legal Requirements").

13.2. Permits and Licenses. The Lessee shall obtain and keep in force throughout the Term all licenses, consents and permits required from time to time by applicable law to permit the Demised Premises to be used in accordance with this Lease.

13.3. Lessee's Right to Contest. The Lessee shall have the right, after written notice to the Lessor, to contest in good faith and by appropriate legal proceedings promptly initiated and diligently conducted by the Lessee, without cost or expense to the Lessor, the validity or applicability of any Legal Requirements or the necessity of any license or permit, provided (i) the Lessee has the financial resources to contest such Legal Requirements, (ii) the Lessee has the legal authority to comply with such Legal Requirements, (iii) the delay or failure to obtain any permit or license does not subject the Lessor to the risk of liability, civil or criminal, for the Lessee's failure to comply with such Legal Requirements, and (iv) the delay in complying with such Legal Requirements or failure to obtain any permit or license does not adversely affect the Lessor's fee simple interest or any part thereof.

13.4. Breach of Legal Requirements. Should Lessee be cited for any non-compliance or violation of any Legal Requirements, the Lessee shall at its own cost and expense by the date specified by such citation, correct all such violations.

13.5. Environmental Covenants.

(a) The Lessee shall develop, operate and maintain the Demised Premises in compliance with all applicable Environmental Laws. "Environmental Law" means any federal, state, or local law relating to air pollution, water pollution, protection of wildlife, human health or the environment, noise or odor control, or the generation, use, handling, storage, discharge, disposal or recovery of on-site or off-site Hazardous Substances or Hazardous Waste, as both hereinafter defined, or any other material that is subject to regulation as to the use, handling, storage, transportation or disposal thereof, including, without limitation, any interpretation of any of the foregoing by any court, regulatory body or other governmental authority, as well as any amendment, modification or replacement of any of the foregoing. "Environmental Law" includes, but is not limited to, the following laws, as they are amended and interpreted from time to time throughout the Term by any court, regulatory body or governmental authority, and any common law relating to any Environmental Matter: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; (ii) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (iii) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (iv) the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; (v) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (vi) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; (vii) the Oil Pollution Act, 33 U.S.C. § 701 et seq.; (viii) the Endangered Species Act, 16 U.S.C. § 1531 et seq.; (ix) the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; (x) the Maryland Environmental Policy Act, Md. Nat. Res. Art. of the Annotated Code of Maryland § 1-301 et seq.; and (xi) all environmental protection laws and regulations enacted or adopted pursuant to the foregoing, or by or under the authority of the State.

"Hazardous Substance" means any Hazardous Waste, asbestos, polychlorinated biphenyls, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products, and any other dangerous, toxic, or hazardous pollutants, contaminants, pesticides, chemicals, materials, or substances of any kind whatsoever listed or identified in, or regulated as to generation, storage, use, handling, transportation or disposal by, any Environmental Law.

"Hazardous Waste" means any of the following substances:

(i) Any substance defined as Hazardous Waste under Section 1004 of the Solid Waste Disposal Act, 42 U.S.C. § 6903, as amended from time to time and the regulations promulgated thereunder;

(ii) Any controlled hazardous substance defined under Section 7-201(b) of the Environment Article of the Maryland Annotated Code and the regulations promulgated thereunder; or

(iii) Any other waste or substance of any kind whatsoever which, by reason of its composition or characteristics, is harmful, dangerous, toxic, or

hazardous or is regulated under any law as to generation, storage, use, transportation or disposal.

“Environmental Matter” means any condition, event, or state of facts relating to any air contaminant, water contaminant, soil contaminant, noise, odor, Hazardous Substance, or other material (the generation, transportation, release, whether actual or threatened, storage or disposition of which is, or may become, subject to regulation by a governmental authority) that could give rise to any claim against Lessee or the State Parties under any one or more Environmental Laws.

(b) Throughout the Term, Lessee shall (i) not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Demised Premises or Building by Lessee or its contractors or subcontractors, or its or their agents, employees or licensees (“Agents”) without the prior written consent of Lessor, which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Materials are necessary or useful to Lessee's business and shall be used, kept and stored in the Demised Premises in a manner that complies with the highest standards prevailing in the industry for the storage and use of Hazardous Materials and all laws regulating any such Hazardous Materials so brought upon, used or kept in or about the Demised Premises, (ii) not cause or permit the escape, disposal or release of any Hazardous Substances (the escape, disposal or release of any Hazardous Substances caused or permitted by the Lessee or its Agents is hereinafter called a “Release”) other than exhaust from the heating, ventilation and air conditioning systems, (iii) use no equipment requiring a permit to construct or operate under applicable air pollution control statutes, ordinances or regulations, (iv) not generate noise in excess of allowable limits.

(c) Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liabilities, demands, claims, losses, damages, causes of action or judgments, and all expenses incurred in investigating or resisting the same, arising directly or indirectly from, out of, or by reason of (i) any breach by Lessee of the provisions of this Section 13.5. occurring during the Term of this Lease; (ii) any Release which occurs during the Term of this Lease caused by the Lessee or its Agents (iii) any violation of any Environmental Laws or any Environmental Claim with respect to the Demised Premises, Building or Property which occurs during the term of this Lease caused by the Lessee or its Agents; or (iv) the Lessee's or its Agents' failure to take all actions required by Environmental Laws as a result of any of the events described in (i), (ii) or (iii) above. If the presence of any Hazardous Materials in the Demised Premises, Building or Property caused or permitted by the Lessee results in any contamination of the Demised Premises, Building or Property or if required by any governmental entity having jurisdiction, the Lessee shall promptly at its sole cost and expense remove or cause to be removed from the Demised Premises, Building or Property all Hazardous Substances or Hazardous Materials or Release and shall restore the Demised Premises and affected areas of the Property to a safe, good and serviceable condition, all in conformance with all applicable Environmental Laws and the terms of any negotiated settlement with governmental authorities. If remediation is required, the Lessee shall complete the remediation in accordance with a remediation plan reasonably acceptable to

the Lessor and all applicable governmental authorities and Legal Requirements and shall furnish the Lessor with satisfactory evidence of the completion of such remediation. The provisions of this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the termination or expiration of the Lease.

13.6. Disclosure of Hazardous Materials. At the commencement of this Lease, and on January 1st of each year thereafter, and at the termination or expiration of this Lease, the Lessee shall disclose to the Lessor the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, used, or disposed of on the Demised Premises or on the Property, or which the Lessee intends to store, use, or dispose of on the Demised Premises or Property.

14. **Continuous Operations:**

The Lessee covenants that the Demised Premises shall remain open for business at least during Banking Hours. The Lessee shall not vacate or abandon the Demised Premises at any time during any term of this Lease. If in breach of the foregoing Lessee vacates or abandons the Demised Premises or is dispossessed by process of law, any Tenant's Property left on the Demised Premises may, at the option of the Lessor, be deemed to have been abandoned by the Lessee, and the provisions of Section 12 shall apply.

15. **Insurance:**

15.1. Required Coverage. During the Term and during such other times as the Lessee occupies the Demised Premises or any part thereof or of the Property, the Lessee shall maintain at its own expense full and adequate insurance with insurance carriers licensed to do business in the State of Maryland, having a rating of A or better from *Best's Key Rating Guide and Supplemental Service, Property/Casualty* (or comparable insurance rating service), as follows:

COMMERCIAL GENERAL LIABILITY

\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
\$1,000,000 Products – Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 200,000 Fire Damage (any one fire)
\$ 10,000 Medical Expense (any one person)

(ISO GCL 1998 Form or equivalent required)

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

\$1,000,000 Each Occurrence
\$ 50,000 Each Person
\$1,000,000 Aggregate

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

BUSINESS INTERRUPTION, INCOME OR SIMILAR INSURANCE

15.2. Certain Provisions. The Lessee shall name the Lessor as an additional insured as its interests may appear on the Lessee's General, Umbrella, Comprehensive, Crime, and Automobile Liability policies. The Lessee's insurance shall apply on a "primary" basis with respect to the performance of any of the Lessee's rights or obligations hereunder and under the ATM Agreement as defined in Section 30, and the liability insurance shall extend, through contractual liability insurance, to any liability of the Lessee arising out of the indemnities provided in Sections 8, 13, 15, 19 and 28 of this Lease and shall include broad form endorsement coverage. All policies of insurance required hereby to be carried by the Lessee shall provide that the policy shall not be subject to cancellation, termination, or change except after thirty (30) days' prior written notice to the Lessor.

15.3. Evidence of Insurance. On or before the Commencement Date, the Lessee will deposit with the Lessor copies of policies of insurance required hereby or certificates thereof satisfactory in form and substance to the Lessor along with copies of all declarations and endorsements, together with satisfactory evidence of the payment of the required premium or premiums thereof. Failure to deposit such policies shall not relieve the Lessee of its obligations to obtain and keep in force insurance coverage required by this Lease.

15.4. Failure to Maintain Insurance. If for any reason, including but not limited to the Lessee's abandonment of the Demised Premises or the Lessee's failure to pay any insurance premium, the Lessee fails to maintain any of the required insurance, the Lessor shall have the right, but not the obligation, to purchase any such insurance at the Lessee's expense. In such event the Lessee agrees to pay the premium for such insurance as Additional Rent promptly upon the Lessor's demand, together with any sums paid or costs incurred by the Lessor in curing the Lessee's default, and the late charge or interest specified under Section 5.5. shall accrue from the date the Lessor cures the default until it is reimbursed hereunder.

The Lessee shall indemnify, defend and hold the State Parties, harmless against any and all claims, actions, damages, liability, and expense (including, but not limited to attorney's fees) which would have been covered by such insurance. The provisions of this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the termination or expiration of the Lease.

15.5. Lessor's Insurance. The Lessor is self-insured under a State of Maryland self-insurance program administered by the Maryland State Treasurer's Office. The Lessee understands and agrees:

(a) the Lessor's liability for any tort related claims, damages, losses or costs arising out of this Lease shall be governed by Maryland Annotated Code, State Government Article, Sections 12-101 through 12-110 ("Tort Claims Act"); and Sections 12-301 through 12-406; and

(b) the Lessor's liability for any contract related claims, damages, losses or costs arising out of this Lease shall be governed by Maryland Annotated Code, State Government Article, Sections 12-201 through 12-204; and Sections 12-401 through 12-406.

16. **Taxes and Assessments:**

16.1. Prompt Payment. The Lessee shall pay promptly when due, all taxes assessed in connection with the Lessee's use and occupancy of the Demised Premises, including, but not limited to, retail sales taxes, employment taxes and real property taxes assessed against the Demised Premises pursuant to Section 6-102 of the Tax Property Article of the Annotated Code of Maryland (2007 Replacement volume, as amended from time to time), and taxes levied against personal property, trade fixtures, and tenant improvements placed by Lessee in the Demised Premises, and the Lessee's federal and state income taxes (the "Taxes").

16.2. Apportionment of Taxes. Any Tax not directly allocable to the Demised Premises shall be prorated between the Lessor and the Lessee with the Lessee paying that portion thereof which bears the same ratio to the whole of such Tax as the square footage

of the Demised Premises bears to all of the net usable square footage of the Building. All Taxes which relate to a fiscal year during which the Term shall commence or terminate shall be prorated between Lessor and Lessee.

16.3. Failure to Pay Taxes. If the Lessee should fail to pay any taxes required to be paid out by the Lessee hereunder, in addition to any other remedies provided herein, the Lessor may, if it so elects, pay such Taxes. Any sum so paid by the Lessor shall be deemed to be owing by the Lessee to the Lessor and shall be due and payable as Additional Rent within five (5) days after demand. The late charge or interest specified under Section 5.5. shall accrue from the date the Lessor incurs this expense until the Lessor is reimbursed therefor.

17. **Casualty:**

17.1. Where Premises Still Tenable. If the Demised Premises is damaged by fire or other casualty but is not thereby rendered untenable in whole or in part, Lessor, at its own expense, subject to the limitations set forth in this Lease, shall cause such damage to be repaired, and the Rent shall not be abated.

17.2. Premises Rendered Untenable. If by reason of any damage or destruction to the Demised Premises, the Demised Premises shall be rendered untenable in whole or in part Lessor, at its sole cost and expense, but subject to the provisions of any Mortgage (as defined below) and subject to Section 17.3., promptly shall commence and complete the restoration, replacement or rebuilding of the Demised Premises, as nearly as possible to its value, condition and character immediately prior to the damage or destruction. The Lessor may at its sole discretion relocate Lessee to any space which reasonably allows the Lessee to continue to operate as a branch bank, in accordance with applicable regulatory standards as well as Lessee's governing corporate policies and procedures. If the Lessor is unable to relocate the Lessee, then the Rent shall be abated proportionately as to the portion of the Demised Premises rendered untenable while it is untenable. In no event shall the Lessor be obligated to expend for any repairs or reconstruction pursuant to this Section 17.2., an amount in excess of insurance proceeds, if any, recovered by it and allocable to the damage to the Demised Premises after deducting therefrom the Lessor's reasonable expenses in obtaining such proceeds and any amounts required to be paid to Lessor's Mortgagee, if applicable.

17.3. Option to Terminate. Notwithstanding anything contained in Section 17.2. to the contrary, if such damage or destruction occurs during the last three (3) Lease Years of the Term, or if restoration is not susceptible to completion within one hundred and eighty (180) days, or if fifty percent (50%) or more of the Demised Premises or twenty five percent (25%) of the Building is destroyed, or if sufficient funds are unavailable to restore, replace or rebuild the Demised Premises or the Building, the Lessor shall have the option to terminate the Lease by giving the Lessee written notice of such election within ninety (90) days after the occurrence of the damage or destruction. If the Demised Premises are damaged in whole or in part so that the Demised Premises are rendered untenable, the Lessee's ability to conduct its business in the Demised Premises is

substantially impaired, and the Lessor fails either to relocate the Demised Premises or to repair or restore the Demised Premises within such One Hundred Eighty (180) days of the damage or destruction, the Lessee shall have the continuing right thereafter until such repairs are complete to terminate this Lease by giving the Lessor written notice of such election.

17.4. Lessee's Obligations. In the event that this Lease is not terminated as contemplated above in Section 17.3., the Lessee shall promptly repair, restore or replace Tenant's Property in the Demised Premises damaged by the casualty in question. The Lessor shall not be liable for interruption to the Lessee's business or for damage to or replacement or repair of Tenant's Property or any leasehold improvements installed in the Demised Premises by or on behalf of the Lessee.

17.5. Damage Caused by Illegal Entry. Notwithstanding anything set forth herein to the contrary, the Lessee shall be responsible for all repairs and replacements of damage and/or destruction of the Demised Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Demised Premises.

17.6. Notice of Accident or Damage. The Lessee shall use its best effort to give written notice to Lessor of any accident or damage, whether such accident or damage is caused by insured or uninsured casualty, occurring in, or about the Demised Premises within one (1) business day after the Lessee has knowledge of the occurrence of such accident or damage.

18. **Recordation of Lease:**

The Lessee shall not record this Lease without the written consent of the Lessor. Upon the Lessor's request or with the Lessor's written consent, the parties agree to execute a short form of this Lease for recording purposes containing such terms as the Lessor believes appropriate or desirable, the expense thereof to be borne by Lessee. If such a short form of this Lease is recorded, upon the expiration or earlier termination of this Lease, the Lessee shall execute, acknowledge, and deliver to the Lessor an instrument in writing releasing and quitclaiming to the Lessor all right, title and interest of the Lessee in and to the Demised Premises arising from this Lease or otherwise, all without cost or expense to Lessor.

19. **Indemnification and Waiver:**

19.1. Indemnification. Lessee shall defend and indemnify the State Parties, and save all of them harmless from and against any and all claims, actions, damages, liability, and expense (including, but not limited to, attorneys' fees as determined in accordance with the then current contract, if any, or other agreement between the State of Maryland and the provider of such legal services) in connection with the loss of life, bodily injury, and any and all other claims by any person or damage to property or business arising from, related to, or in connection with (a) the occupancy or use by the Lessee, or its assignee, subtenant, concessionaire, employee, or licensee, of the Demised Premises or

any part of the Lessor's personal property, including but not limited to furnishings provided by the Lessor, or the Building or Property, or occasioned wholly or in part by any act or omissions of the Lessee or any assignee, subtenant, concessionaire, employee, or licensee or its or their contractors, subcontractors, or its or their agents or employees or other persons on the Demised Premises or Property, (b) any work or thing whatsoever done or not done by the Lessee on the Demised Premises or Property during the Term, (c) any breach or default by the Lessee in performing any of its obligations under the provisions of this Lease or applicable law, (d) any negligent, intentionally tortious or other act, omission, violation of law, or misconduct by the Lessee or any of its agents, contractors, servants, employees, permitted sublessees, licensees, clientele, or invitees during the Term, or (e) any injury to or death of any person or damage to any property occurring on the Demised Premises (except for any injury, death or damage caused solely by Lessor, or Lessor's employees) during the Term. Lessee shall also pay all costs, expenses, and reasonable attorneys' fees that may be expended or incurred by Lessor in enforcing the covenants and agreements of this Lease. The provisions of this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the termination or expiration of the Lease.

19.2. Waiver of Claims. Lessor shall not be liable for, and Lessee, in consideration of Lessor's execution of this Lease, hereby releases all claims against Lessor for loss or damage that may be occasioned by or through the acts or omissions of other tenants, students, faculty and staff, their contractors and subcontractors and their agents, or employees, or for loss of life, bodily injury and any and all claims by any person or damage to property or business sustained by Lessee or any person claiming through Lessee or on the Demised Premises resulting from any fire, accident, occurrence or any other condition in or upon the Demised Premises or any part thereof including, but not limited to, such claims for loss of life, bodily injury or damage resulting from (a) any defect in or failure of plumbing or plumbing fixtures, heating equipment, electrical wiring or installation thereof, water pipes, stairs, elevators, railings, or walks; (b) any equipment or appurtenances, including but not limited to any furnishings provided by Lessor, being out of repair; (c) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain, or any other pipe or tank in, upon or about the Demised Premises; (d) the backing up of any sewer pipe; (e) the escape of steam or hot water; (f) water, snow, or ice being upon or coming through the roof or any other place upon or near the Demised Premises or otherwise; (g) the falling of any fixture, plaster, brick, mortar or stucco; (h) broken glass; (i) any act or omission of other tenants or other occupants of the Building; and (j) any act or omissions of Lessor or its contractors or subcontractors or its or their agents or employees. The foregoing waiver and release shall not apply to the gross negligence or willful misconduct of Lessor or its employees pursuant to the Tort Claims Act.

20. **Default:**

20.1. Event of Default. The Lessee shall have breached this Lease and shall be considered in default hereunder upon the occurrence of any of the following (each an "Event of Default"):

(a) the making by the Lessee of any general assignment for the benefit of creditors, the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Lessee, the same is dismissed within sixty (60) days), the appointment of a trustee or receiver to take possession that is not restored to the Lessee within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days, or

(b) the failure of Lessee to pay the Rent or Additional Rent within seven (7) days after notice from Lessor that said payment(s) is due as provided for in this Lease, or

(c) the failure by the Lessee to observe and perform any other material provision of this Lease to be observed or performed by the Lessee, where such failure continues for ten (10) days after written notice thereof by the Lessor to the Lessee, except that this ten (10) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said ten (10) day period and the Lessee has commenced within said ten (10) day period the diligent cure of the default.

Where there is an Event of Default that continues for a period of five (5) days, Lessor, in addition to Lessor's other remedies under this Lease, at law or in equity, may (but shall not be obliged to do so) after written notice from Lessor (except that in an emergency no notice shall be required) cure such default on behalf of Lessee without any liability of Lessor for damage to Lessee's fixtures or other property or to the business of Lessee or any assignee, subtenant concessionaire, or licensee by reason thereof, and Lessee shall reimburse Lessor, as Additional Rent, upon demand, for any sums paid or costs incurred in curing such default until it is reimbursed therefor.

20.2. Remedies. In the event that there is an Event of Default under the Lease as provided in this Section 20, Lessor may, at its option (i) re-enter the Demised Premises and remove all persons and property from the Premises, (ii) terminate this Lease, and/or (iii) relet the Demised Premises as the agent for the Lessee for any unexpired balance of any term of this Lease, and collect Rent and Additional Rent therefor, and in either event the Lessor shall be entitled to the benefit, without further notice (all statutory notice requirements being hereby expressly waived), of all the provisions of law for the speedy recovery of lands and tenements as against a tenant holding over now in force or which may hereafter be enacted. The Lessor may distrain, by any legal means, for any overdue installment of Rent or Additional Rent, and may enter the Demised Premises for such purpose by force if necessary without liability (which liability is hereby expressly waived). Lessor's right of distraint shall exclude cash, traveler's checks, any form of

negotiable instruments, ATMs, all customer files, storage units containing customer files which shall include but not be limited to file cabinets, computers and the related hardware or software.

In the event of reletting by the Lessor, as the agent for Lessee, the reletting shall be on such terms, covenants, conditions and rent as the Lessor may deem proper, and the proceeds that may be collected from the same, less the expense of reletting (including any broker's commissions and attorneys' fees) shall be applied against the Rent to be paid by the Lessee, and the Lessee shall be liable for any balance that may be due under this Lease. No such reletting shall operate as a termination of this Lease or as a waiver or postponement of any right of the Lessor against the Lessee without a specific declaration to such effect by the Lessor. If the Lessor's right of re-entry is exercised following abandonment of the Demised Premises by the Lessee, then the Lessor may consider any Tenant's Property left on the Premises to also have been abandoned, in which case the Lessor may dispose of all such Tenant's Property in any manner the Lessor shall deem proper and is hereby relieved of all liability for doing so. Notwithstanding anything set forth in this Section to the contrary, Lessor shall attempt to mitigate its damages by using reasonable efforts to lease or license the use of the Demised Premises on terms acceptable to Lessor. If Lessor attempts to relet or license the use of the Demised Premises, Lessor will be the sole judge as to whether or not a proposed tenant or licensee is suitable and acceptable.

21. **Right of Entry:**

21.1. Entry to Inspect. The Lessor and its agents and employees and its contractors and subcontractors and their agents and employees may at all reasonable times during the Term enter to inspect or repair the Demised Premises and/or may show the Demised Premises and Building to others, provided that such entrance is with prior written notice to the Lessee and consistent with the Lessee's security obligations.

21.2. Entry to Make Repairs. The Lessor also reserves the right after notice of intention to so enter (except that in the event of an emergency, no notice shall be required) to enter the Demised Premises at any time and from time to time to make such repairs, additions, or alterations or remedy any contamination as the Lessor may deem necessary for the safety, improvements, preservation, or condition thereof, or of the Property, but the Lessor assumes no obligation to do so, and the performance thereof by the Lessor shall not constitute a waiver of the Lessee's default, if any, in failing to perform the same. The Lessor shall in no event be liable for any inconvenience, disturbance, loss of business, or other damage to the Lessee by reason of the performance by Lessor of any work in, upon, above, under or outside the Demised Premises. If the Lessee shall have vacated or abandoned the Demised Premises, or in the event of an emergency, or if in any other instance after the Lessor has given notice of the Lessor's intention to enter, the Lessee or Agents shall not be personally present to permit an entry into the Demised Premises, then in any such event, Lessor and its contractors and subcontractors and its or their agents and employees may enter the same by the use of

force or otherwise without rendering the Lessor liable therefor, and without in any manner affecting the Lessee's obligations under this Lease.

21.3. Entry to Renovate. If during the last month of any term, the Lessee has vacated the Demised Premises and removed all or substantially all of its Tenant's Property, the Lessor may immediately enter and alter, renovate, and redecorate the Demised Premises. The exercise of any such reserved right by the Lessor shall not be deemed an eviction or disturbance of the Lessee's use and possession of the Demised Premises and shall not render the Lessor liable in any manner to the Lessee or to any other person, nor shall the same constitute any grounds for an abatement of Rent hereunder.

22. **Estoppel Certificates.**

22.1. Lessee's Duty to Provide Certificate. At any time, and from time to time, but not to exceed three (3) times per year upon the written request of Lessor or any mortgagee of Lessor ("Lessor's Mortgagee" or "Mortgagee"), Lessee, within twenty (20) days of the date of such written request, agrees to execute and deliver to Lessor and/or such Mortgagee, without charge and in a form satisfactory to the Lessor and/or such Mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of any term of this Lease; (iii) certifying that the Lessee is in occupancy of the Demised Premises and that the Lease is in full force and effect and has not been modified, assigned, subleased, supplemented or amended except by such writings shall be stated; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by the Lessor have been satisfied and performed except as shall be stated; (v) certifying that the Lessor is not in default under this Lease and there are no defenses, set-offs, recoupments or counterclaims against the enforcement of this Lease by the Lessor, or stating the defaults, defenses, set-offs, recoupments and/or counterclaims, claimed by the Lessee; (vi) reciting the amount of advance Rent, if any, paid by the Lessee and the date to which such Rent has been paid; (vii) reciting the amount of security deposited with the Lessor, if any; and (viii) containing any other information which the Lessor or the Mortgagee shall require.

22.2. Failure to Provide Certificate. The failure of the Lessee to execute, acknowledge, and deliver to the Lessor and/or any Mortgagee a statement in accordance with the provisions of this Section within the period set forth herein shall constitute an acknowledgement by the Lessee which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Demised Premises or the Property, that this Lease has not been assigned or modified, is in full force and effect, and that the Rent has been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement. Such failure shall also constitute as to any person entitled to rely on such statements a waiver of any defaults by the Lessor or defenses, set-offs, recoupments or counterclaims against the enforcement of this Lease by the Lessor which may exist prior to the date of the written request.

23. **Subordination:**

23.1. Lease Subordinate to Mortgage. The Lessee agrees, subject to the Lessor's option: (i) that, except as hereinafter provided, this Lease is, and all of the Lessee's rights hereunder are and shall always be, subject and subordinate to any Mortgage now existing or hereafter given by the Lessor and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; and (ii) that if any of Lessor's Mortgagees or if the purchaser at any foreclosure sale or at any sale under a power of sale or assent to decree contained in any such Mortgage shall at its sole option so request, Lessee shall attorn to, and recognize such Mortgagee as its purchaser, as the case may be, as the Lessor under this Lease for the balance then remaining of any term of this Lease, subject to all terms of this Lease; and (iii) that the aforesaid provisions shall be self-operative, and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser; provided that, as long as Lessee shall not be in default under this Lease, or, if Lessee is in default hereunder, as long as Lessee's time to cure such default has not expired, this Lease shall not be terminated or modified nor shall the rights of Lessee hereunder be affected in any way by reason of such Mortgage or any foreclosure action or other proceeding that may be instituted herewith, and that Lessee shall not be named as a defendant in any such foreclosure action or other proceedings.

23.2. Mortgagee's Agreement to Subordinate. Notwithstanding anything to the contrary set forth above, any Mortgagee of Lessor may at any time subordinate its Mortgage to this Lease, without Lessee's consent, by execution of a written document subordinating such Mortgage to this Lease to the extent set forth therein, and thereupon this Lease shall be deemed prior to such Mortgage to the extent set forth in such written document without regard to their respective dates of execution, delivery and/or recording. In that event, to the extent set forth in such written document, such Mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed and this Lease or memorandum thereof recorded prior to execution, delivery and recording of the Mortgage. Should the Lessor or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, the Lessee upon written request, and from time to time, shall execute and deliver without charge and in form satisfactory to the Lessor, the Mortgagee or the purchaser, all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form, within twenty (20) days of such request.

23.3. Advance Payment of Rent; Security Deposit. The Lessee agrees that none of the Lessor's Mortgagees, Lessor's Mortgagee-in-possession or purchaser shall be bound by any payment of Rent made more than thirty (30) days prior to its due date, and any such sum shall be due and payable on the due date. The Lessee further agrees that none of Lessor's Mortgagees, Lessor's Mortgagee-in-possession or purchaser shall be responsible for the Security Deposit or other similar funds in respect of this Lease not actually paid to it; liable for any action or omission of any prior landlord under the Lease; or subject to any offsets or defenses that the Lessee might have against any prior landlord.

23.4. Lessee's Failure to Execute Documents. In the event the Lessee fails to execute and deliver the instruments and documents as provided for in this Section 23 within the time period set forth herein, the Lessee does hereby make, constitute and appoint the Lessor or such Mortgagee or purchaser, as the case may be, as the Lessee's attorney-in-fact and in its name, place, and stead to do so. The aforesaid power of attorney is given as security coupled with an interest and is irrevocable.

24. **Force Majeure:**

This Lease and the obligation of the Lessee to pay Rent and Additional Rent hereunder and perform all of the other covenants and agreements hereunder on the part of the Lessee to be performed shall not be affected, impaired, or excused because the Lessor is unable to fulfill any of its obligations under this Lease or is unable to supply, or is delayed in supplying, any service to be supplied by it under the terms of this Lease, or is unable to make, or is delayed in making, any repairs, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, and equipment or fixtures, if the Lessor is prevented or delayed or otherwise hindered from doing so by reason of any outside cause beyond the Lessor's control, including, without limitation, acts of God; fire; earthquake; flood; explosion; action of the elements; declared or undeclared war; riots; civil disturbances; inability to procure or a general shortage of labor, equipment, energy, materials or supplies in the open market; breakage or accident to machinery; partial or entire failure of Utilities and Services; failure of transportation; strikes; lockouts; action of labor unions; condemnation; injunction; court order or decree; governmental preemption; any rule, order, or regulation of any department or subdivision of any government agency; or the conditions of supply and demand which have been or are affected by war or other emergency. Nothing contained in this Section shall be deemed to impose any obligation on Lessor not expressly imposed by other provisions of this Lease.

25. **Accord and Satisfaction:**

No payment by the Lessee or receipt by the Lessor of a lesser amount than any payment of Rent and/or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent and/or Additional Rent be deemed an accord and satisfaction. The Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such Rent and/or Additional Rent or pursue any other remedy provided in this Lease, at law or in equity.

26. **Miscellaneous:**

26.1. Waiver of Right to Counterclaim. The Lessee waives all rights to bring a non-compulsory counterclaim in any action brought by the Lessor for the non-payment of Rent and/or Additional Rent or any other summary proceeding thereon.

26.2. Lessor's Consent or Approval. Except to the extent specifically provided herein to the contrary, whenever the Lessor's consent or approval is required to be given under any provision of this Lease, such consent or approval may be withheld in the sole and absolute discretion of Lessor, and the Lessor shall not be required to respond to any request for consent or approval within a time period determined by Lessee. Whenever the Lessor is authorized to exercise discretion, the Lessor shall have the sole and absolute right to determine how to exercise such discretion. The Lessee waives the right to any claim against the Lessor for money damages by reason of any refusal, withholding or delaying by the Lessor of any consent, approval or statement of satisfaction.

26.3. Lessor's Obligations. All obligations of Lessor hereunder shall be construed as covenants, not conditions.

26.4. Transfer of Lessor's Interests. Lessor may transfer all or part of its interest in the Demised Premises and this Lease without the consent of the Lessee, at any time and from time to time. If the Lessor transfers its estate in the Demised Premises, or if the Lessor further leases the Demised Premises subject to this Lease, then the Lessor shall be relieved of all obligations of the Lessor thereafter arising expressed in this Lease or implied by law; provided that, the assignee or transferee of Lessor's interest assumes, in writing, all of the obligations of Lessor under this Lease. The Lessor and its successors or assigns shall be relieved of their obligation to refund the Security Deposit and other similar funds to the Lessee which they have received from the Lessee or a predecessor Lessor to the extent they transfer such amount to their respective transferees.

26.5. Lease of Space in Building. Subject to the restrictions contained in Section 6, the Lessor may lease any portion of the Building to others on terms and for such purposes as the Lessor considers appropriate and may terminate or modify leases with other tenants for any portion of the Building without obligation to the Lessee and without relieving the Lessee of any obligation under this Lease.

26.6. Return of Security Deposit. In the absence of evidence satisfactory to the Lessor of an assignment of this Lease (to which Lessor consented, if Lessor's consent is required) and which included an assignment of the right to receive any deposit made by the Lessee or any balance thereof, the Lessor may return the Security Deposit or any balance thereof to the Lessee originally named herein, regardless of any one or more assignments of this Lease.

27. **Advertising and Promotional Activities by Lessee:**

(a) The Lessee will obtain the Lessor's prior written consent for any advertising (regardless of manner, mode, medium, or form) which makes reference to the existence of the Lessee on the Demised Premises or elsewhere in the Campus. Notwithstanding the foregoing, the Lessor agrees that the Lessee may include the Demised Premises in factual lists of the locations of its branch offices in brochures, and may include the listing for the Demised Premises in listings in telephone books, including the yellow pages. Lessor shall also permit Lessee to place directional signs in locations on the Campus that are mutually acceptable to both parties. Lessee must have Lessee's prior written approval for size, content and colors of any other signs or advertising.

(b) Lessor agrees that Lessee shall author a letter of introduction to the Lessor's students, faculty and staff and obtain Lessor's consent as required under this Section to the letter.

In addition, Lessor agrees that Lessee shall author a letter of introduction annually to incoming freshmen and obtain Lessor's consent as required under this Section to the letter. Once Lessor has approved the letters, Lessor shall mail the letters to the addressees on Lessee's behalf.

- (c) The Lessor shall grant the Lessee the following rights:
- To provide on-campus tabling, promotions, giveaways, etc. at Lessor events such as freshman orientations at which outside vendors are allowed.
 - Access to common areas for tabling events throughout the year as mutually agreed upon.
 - Lessor shall not object to Lessee setting up on-campus Financial Literacy Programs and seminars, provided that Lessee shall abide by Lessee's policies, rules and regulations. Participation in annual employee events such as Employee Appreciation Days, Benefits Fairs, etc. at which outside vendors are allowed.
 - Web link on Lessor's student website to a customized site at www.pnc/umbc, pursuant to a separate Web Linking Agreement, **Exhibit B**, which is attached hereto and incorporated herein by this reference.

For the purposes of obtaining the consent required under this Section, the Lessee will provide the Lessor with a full description, including, as may be appropriate, mock-ups, camera-ready art or proofs at least fifteen (15) business days in advance of the first day of contemplated use. Such information should be sent to: the Assistant Vice President for Marketing and Creative Services, Office of Institutional Advancement at UMBC. A written response indicating approval or non-approval shall be provided within ten (10) business days of the written request by PNC Bank.

28. **Standard State Provisions:**

28.1. Representations and Warranties.

The Lessee hereby represents and warrants that:

(a) It is a national banking association organized under the laws of the United States and is authorized to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so authorized.

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term.

28.2. Non-Discrimination. Lessee agrees: (i) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (ii) to include a provision similar to that contained in subsection (i) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this clause.

As a condition of entering into this Lease, Lessee represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessee may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessee retaliate against any person for reporting instances of such discrimination. Lessee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessee understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease (after notice and opportunity to cure), disqualification of Lessee from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. As a condition of entering into this Lease, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Lessee under Title 19 of the State Finance and Procurement Article, as

amended from time to time, Lessee agrees to: provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Lessee has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. Lessee further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. Lessee understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in Lease termination, disqualification by the State from participating in State contracts, and other sanctions.

28.3. Real Estate Professionals. Each party warrants to the other that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for such party, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity ("Real Estate Professional"), other than a bona fide employee or agent, any fee or any other consideration, contingent on the making of this Lease. The Lessee shall defend, indemnify, and save the Lessor harmless from and against any and all claims by any Real Estate Professional, including but not limited to commission, expenses, costs, fees (including, without limitation, attorney's fees as determined in accordance with the then contract, if any, or other agreement between the State of Maryland and the provider of such legal services), liabilities and claims incurred or suffered by Lessor as a result thereof. The provisions of this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the expiration of the Lease.

The Lessor shall be solely responsible for any commission, expense, or other payment claimed by or due to any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Lessor, to solicit or secure this Lease.

28.4. Non-Hiring of Employees. No employee of the State of Maryland, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Lease, shall, while so employed, become or be an employee of Lessee.

28.5. Recycling Plan. This Lease shall be subject to the provision of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessee shall participate in applicable State recycling plans and shall make arrangement for the collection and disposal of recyclable materials.

28.6. Banking Hours. Lessee's banking hours ("Banking Hours") will generally conform to the normal business hours of the University. The Demised Premises will not be open for the conduct of general banking business on those days on which the student union is closed or on the following Federal Reserve Bank Holidays:

New Year's Day, (January)
Martin Luther King, Jr. Day, (January)
Presidents' Day, (February)
Memorial Day, (May)
Independence Day, (July)
Labor Day, (September)
Columbus Day, (October)
Veterans Day, (November)
Thanksgiving Day, (November)
Christmas Day, (December)

28.7. Compliance With Election Laws. The Lessee shall comply with the provisions of **MD. CODE ANN. STATE FIN. & PROC. § 13-218(A)(7) and MD. CODE ANN. ELEC. LAW § 14-104 et seq.**, which requires that every person that enters into contract, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate One Hundred Thousand Dollars (\$100,000) or more, shall file with the State Board of Elections a statement disclosing contributions in excess of Five Hundred Dollars (\$500) made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

28.8. Non-Waiver of Rights. Neither party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No delay or omission by either party in exercising any such right shall be deemed a waiver of its future exercise. The waiver at any time by the Lessor or Lessee of any particular covenant or condition of the Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

28.9. Retention of Records. Lessee shall retain and maintain all records and documents relating to this Lease for three (3) years after final payment to the Lessor hereunder or any applicable statute of limitations, whichever is longer, and make them available for inspection and audit by authorized representatives of the State at all reasonable times.

28.10. Maryland Law Governs. The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have the exclusive jurisdiction to decide any question arising hereunder.

29. **Survival of Obligations:**

In the event of any termination under this Lease, both parties shall be relieved of all obligations under the Lease saving and excepting those obligations occurring or accruing prior to such termination. Without prejudice to the generality of the foregoing, Lessee's obligations in but not limited to Sections 8, 13, 15, 19 and 28 to indemnify, defend and hold harmless the Lessor shall survive the expiration or termination of the Lease as to any act, omission or occurrence which took place prior to expiration or the termination of the Lease.

30. **Complete Agreement:**

The agreement ("Contract") between Lessor and Lessee consists of the documents identified in this Section 30 (the "Contract Documents"), all of which are part of the Contract as if fully set forth herein and as amended from time to time:

- A. This executed Lease, including the Exhibits;
- B. The Master License Agreement, including the Schedules;
- C. The Solicitation #BC-20790-C, dated 3/17/12, as amended by Addendum #1 dated 3/16/12, #2 dated 3/22/12 and #3 dated 3/26/12 (collectively, "the RFP");
- D. All portions of the Lessee's proposal ("Proposal") dated June 7, 2012, except as set forth on **Exhibit C**, (Proposal Exclusions and Clarifications), which is attached hereto and incorporated herein.

The obligations, representations, terms and conditions set forth in the Contract Documents are provisions of the Contract. To the extent there are any inconsistencies between or among the Contract Documents listed in Paragraphs A, B, C and D, the Contract Documents shall control in the following order of priority: the Lease, then the Master License Agreement, then the RFP, and then the Proposal.

The Contract Documents between the parties represent the complete understanding between the parties hereto as to the lease of the Demised Premises, and supersede all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in the provisions of this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representations made by anyone concerning this Lease which are not set forth herein. This Lease may be amended only in a writing executed by both parties.

31. **No Joint Venture:**

Nothing contained in this Lease is intended or will be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or a joint venture between Lessor and Lessee or as establishing either party as the agent or representative of the other party for any purpose or in any manner whatsoever.

32. **Binding Agreement:**

This Lease shall bind upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

33. **Severability:**

No determination by any court, governmental body or otherwise that any provision of this Lease or any attachment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstances not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

34. **Quiet Enjoyment:**

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Demised Premises free from any eviction or interference by Lessor or any other party claiming by or through the Lessor if Lessee pays the Rent and Additional Rent provided herein, and otherwise fully performs the material terms, covenants, and conditions imposed herein.

35. **Remedies Cumulative:**

Any and all remedies available to the parties for the enforcement of the provisions of this Lease are cumulative and not exclusive, and the parties shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights, including court costs and reasonable attorneys' fees, in amounts to be affixed by court.

36. **Waiver of Jury Trial:**

LESSOR AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PARTY ON ANY AND EVERY MATTER, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR WITH RESPECT TO THIS LEASE.

37. **Lease Guaranty:**

Intentionally omitted.

38. **Counterparts and Facsimile Execution:**

This Lease may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Lease by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Lease. Any party delivering an executed counterpart of this Lease by facsimile or email also shall deliver a manually executed counterpart of this Lease, but the failure to deliver a manually executed counterpart of this Lease shall not affect the validity, enforceability or binding effect of this Lease.

39. **Time Is of The Essence:**

Time is of the essence in all provisions of this Lease to be performed by or on behalf of Lessee.

40. **Construction:**

This Lease shall be construed as if drafted equally by both parties.

41. **Notices:**

All notices, demands or other writings in this Lease provided or to be given or made or sent, or which may be given or made or sent by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail registered or certified, postage prepaid or by hand or overnight mail or by any nationally recognized overnight courier, and addressed as follows:

To Lessee:

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

With a copy to:

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

To Lessor:

Senior Associate Vice President for Administrative Services
University of Maryland, Baltimore County
1000 Hilltop Road, Administration Building #923
Baltimore, MD 21250

With copies to:

Office of the General Counsel
University of Maryland, Baltimore County
1000 Hilltop Road, Administration Building #1012
Baltimore, MD 21250

Executive Director, The Commons
University of Maryland, Baltimore County
1000 Hilltop Circle, Commons #335
Baltimore, MD 21250

Office of the Attorney General
200 Saint Paul Place
Baltimore, Maryland 21202
Attention: Chief, Educational Affairs Division

The address to which any notice, demand or other writing may be given or made or sent to any party may be changed upon written notice given by such party as above provided.

42. **Section Headings:**

Section or paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting or amplifying the provisions hereof.

43. **Requirement for Execution and Delivery:**

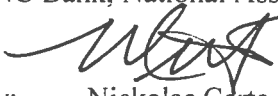
This Lease shall become effective upon and only upon its execution and delivery by each party hereto.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

LESSEE:

PNC Bank, National Association

By:  (Seal)
Type Name Here

Title: Senior Vice President

Date: 7-6-2012

LESSOR:

University of Maryland, Baltimore
County

By:  (Seal)
Type Name Here

Title: Senior Associate Vice
President for Administrative
Services

Date: 7/9/12


APPROVED FOR FORM AND LEGAL SUFFICIENCY FOR LESSOR
THIS _____ DAY OF _____, 2012

MORENIKE EUBA OYENUSI, ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

LESSEE:

PNC Bank, National Association


By: Nicholas Certo (Seal)
Type Name Here

Title: Senior Vice President

Date: 7-6-2012

LESSOR:

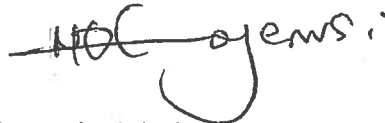
University of Maryland, Baltimore
County

By: Terry Cook (Seal)
Type Name Here

Title: Senior Associate Vice
President for Administrative
Services

Date: _____

APPROVED FOR FORM AND LEGAL SUFFICIENCY FOR LESSOR
THIS 6th DAY OF July, 2012



MORENIKE EUBA OYENUSI, ASSISTANT ATTORNEY GENERAL

EXHIBIT A
NON-PNC ATMs

- I. During the Term of the Lease the State Employee Credit Union (“SECU”) ATM will remain, pursuant to Section 6 of the Lease, at the following current locations:

University Center

During the Term of the Lease, the Generic ATMs may be added, pursuant to Section 6 of the Lease.

EXHIBIT B

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 1st day of July, 2012, ("Commencement Date"), and entered into by and between STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND ON BEHALF OF ITS CONSTITUENT INSTITUTION UNIVERSITY OF MARYLAND, BALTIMORE COUNTY, ("Lessor"), and PNC Bank, National Association, a national banking association, ("Lessee"). This Web Agreement is an exhibit to and an integral part of that certain Lease Agreement of even date herewith between Lessor and Lessee (the "Lease Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Lease Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

3. GRANT OF LICENSE

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

4. WARRANTIES

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

[Remainder of page intentionally left blank]

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

LESSOR:

("UNIVERSITY OF MARYLAND, BALTIMORE COUNTY")

By: Terry Cook

Name: Terry Cook

Title: Senior Associate Vice President for Administrative Services

Date: 7/9/12

LESSEE:

("PNC BANK, NATIONAL ASSOCIATION")

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President

Date: 7-6-2012

SCHEDULE A
TO "EXHIBIT B"
LESSEE MARKS

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

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



2. Lessor agrees to use the Lessee Marks in accordance with the standards set forth below:

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

Lessee shall pre-approve all uses of the Lessee's Marks.

EXHIBIT C

PROPOSAL EXCLUSION AND CLARIFICATIONS

1. Section 1 shall be excluded in its entirety from the Proposal.
2. Section 3. The product configuration and names provided in the Proposal were as of June 7, 2012. The Lessee retains the right to change the product configuration and names after the Commencement Date of the Lease.
3. Section 6, including Attachment A, shall be excluded from the Proposal. However, the information described in "Your PNC University Banking Team", shall not be excluded from the Proposal.
4. Section 7, paragraph 4.2.1 shall be excluded in its entirety from the Proposal.

**FIRST AMENDMENT TO THE
LEASE AGREEMENT BETWEEN UMBC AND PNC BANK**

THIS FIRST AMENDMENT to the June 30, 2012 Lease Agreement (the "First Amendment") is made and entered into this 30th day of June, 2016, (the "First Amendment Effective Date"), between the STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND ON BEHALF OF ITS CONSTITUENT INSTITUTION THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY ("Lessor" or "UMBC") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank" or "Lessee"). This First Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment and the Agreement constitute a single revised Agreement. All capitalized terms used in this First Amendment shall have the meaning given them in the Lease Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, UMBC and PNC Bank entered into a Lease Agreement dated June 30, 2012, (the "Agreement");

WHEREAS, PNC Bank and UMBC have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this First 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. UMBC may terminate the Agreement in accordance with the termination provisions set forth in the CM Agreement as well as any termination provisions in the Agreement.
3. All provisions of the Agreement not specifically mentioned in this First Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

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

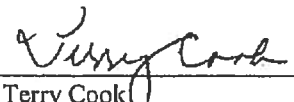
PNC Bank, National Association
("PNC Bank" or "Lessee")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 6-30-16

State of Maryland for the use
of the University System of Maryland on behalf
of its Constituent Institution the University of
Maryland, Baltimore County
("UMBC" or "Lessor")

By: 
Terry Cook

Title: Sr. Associate Vice President for
Administrative Services

Date: 6/30/16


APPROVED
UMBC
Office of General Counsel
 Bob Hoyle 6-30-16

EXHIBIT D

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 30th day of June 2016, by and between the STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND ON BEHALF OF ITS CONSTITUENT INSTITUTION THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY, a state assisted institution of higher education organized and operated under the laws of the State of Maryland, having offices at 1000 Hilltop Circle, Administration Building #923, Baltimore, Maryland 21250, ("UMBC"), 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 Lease Agreement dated June 30, 2012 between UMBC and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement under which certain specified services create a Tier Two Arrangement as defined by the U.S. Department of Education ("DoE"); and

WHEREAS, UMBC has to comply with the DoE Regulation requirements for Tier Two Arrangements that include the direct marketing of a Financial Account and PNC Bank assistance is necessary.

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 UMBC 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 products or services who is also a full or part time student of UMBC, expresses dissatisfaction with PNC Bank's products, services and/or business practices within the scope of the engagement between the PNC Bank and UMBC, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means.
- (d) "Direct Marketing" shall mean: the University communicating information directly to its students about the PNC Financial Account and how it may be opened.
- (e) "DoE Regulation" shall mean the U.S. Department of Education Regulation for Cash Management, as amended from time to time, (34 CFR 668).

- (f) "Effective Date" shall mean June 30, 2016.
- (g) "Financial Account" shall mean a student's or parent's checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.
- (h) "Financial Institution" shall mean PNC Bank, the Lessee in the Lease.
- (i) "Parties" shall mean the University of Maryland, Baltimore County and PNC Bank.
- (j) "PNC Financial Account" shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).
- (k) "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.
- (l) "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 DoE Secretary.
- (m) "University" shall mean THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY, a constituent institution of the University System of Maryland, the Lessor in the Lease.

2. Student Choice

- (a) For the benefit of UMBC students and in accordance with the DoE Regulation, PNC Bank shall provide UMBC with a list of the major features and fees commonly assessed with the PNC Financial Account, (the "PNC List") so as to comply with the provisions of Section 3 of this CM agreement.
- (b) The Parties, will use commercially reasonable efforts to ensure the PNC List satisfies the requirements regarding the format and content established by the DoE Secretary, on or after, July 1, 2017.

3. University DoE Regulation Compliance

- (a) Student Consent. UMBC is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution represents, warrants and covenants that it complies with the applicable laws that govern the account opening process, therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account, and during the term of the Agreement shall not charge UMBC students a cost for opening the account or initially receiving or validating an Access Device, and will not market or portray Financial Accounts as, or convert into, credit cards. The Financial Institution has reviewed its account opening policy with UMBC and UMBC, relying upon information provided by PNC, has concluded the student consent requirement is deemed satisfied.
- (b) Student Choice. The University shall provide the PNC List to its students.
- (c) Agreement. No later than September 1, 2016, and then no later than sixty (60) days following the most recently completed Award Year, UMBC shall disclose, on UMBC's website, a copy of the Agreement, including any Amendments.
- (1) In order to satisfy the requirements of this Section 3(c), UMBC shall comply with the provisions of Section 4 of this CM Agreement.
- (d) Compensation and PNC Financial Account Data
- (1) No later than September 1, 2017, and then no later than sixty (60) days following the most recently completed Award Year, UMBC may be required to disclose on the UMBC website, in a manner defined by the DoE Secretary, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.
- (2) UMBC may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts at any time during the most recently completed Award Year, and the amount of fees incurred by students who had or have PNC Financial Account(s) ("PNC Financial Account Data"). PNC Bank shall provide PNC Financial Account Data to UMBC and upon which UMBC shall rely in complying with this requirement however, UMBC acknowledges that PNC Bank cannot warrant that it can provide the exact number of UMBC students who may have had an account with PNC Bank for the Award Year, however, PNC Bank shall use its best efforts to provide an accurate number of students having PNC Financial Accounts. In addition, and in accordance with the effective date noted in 3(d) (1) above, UMBC is expected to provide the DoE Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.
- (3) In order to satisfy the requirements of this Section 3, UMBC, relying upon assistance from PNC Bank, shall comply with the provisions of Section 4 of this CM Agreement.

- (e) ATMs. UMBC has determined the ATM requirements set forth by the DoE Regulation are met by the Parties' satisfaction of their duties pursuant to the ATM License Agreement which is an exhibit to the Agreement.
- (f) Best Interest of the Students. The DoE Regulations require UMBC to ensure that the terms of the accounts offered pursuant to the Agreement are not inconsistent with the best financial interests of the students opening them. To satisfy this expectation, during the Term of the Agreement, UMBC will conduct reasonable due diligence reviews, in a manner and frequency defined by the DoE Secretary, to ascertain whether the fees charged to PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the "Review").
- (1) The DoE Regulation requires UMBC have the right to terminate the Agreement if the Review reveals that the fees are not consistent with or are above prevailing market rates. Additionally, the DoE Regulations requires that UMBC have the right to terminate the Agreement should it receive Customer Complaints. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by UMBC, ("DoE Cause for Termination")
- (a) UMBC agrees that, prior to terminating the Agreement under this Section 3(f)(1), UMBC shall enter into discussions lasting no more than sixty (60) days with the Financial Institution to review the DoE Cause for Termination, to determine if it is inaccurate or if corrective action can be taken by the Financial Institution in response to the DoE Cause for Termination.
- (i) UMBC determines, in its sole discretion, that the findings are inaccurate, then no termination action shall be taken;
- (ii) UMBC determines, in its sole discretion, that corrective action can be taken by the Financial Institution and that such corrective action is sufficient to cure the DoE Cause for Termination, then the Parties will document a commercially reasonable plan to address the insufficiencies noted in the Review or in the Customer Complaints, (the "Plan"). The Plan shall include the time frames in which implementation of the Plan is to begin and be completed based on the date upon which the parties execute written approval of the Plan (such approval shall not be unreasonably withheld).
- (b) (b) If UMBC does not approve a Plan, then UMBC may terminate the Agreement upon ninety (90) days written notice to the Financial Institution. This shall not be deemed a condition of default by the Financial Institution under the Agreement.

4. DoE Compliance Information

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

- (a) Unless prohibited by law or an order of a court, UMBC will, prior to disclosure to a third party, request information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by UMBC, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto as long as such revisions retain compliance with the DoE requirements.
- (c) The Financial Institution shall provide to UMBC, in its reasonable discretion, all information requested to assist UMBC with its DoE Regulation Compliance.

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

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

STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND ON BEHALF OF ITS CONSTITUENT INSTITUTION THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

By: Terry Cook

Name: Terry Cook

Title: Senior Associate Vice President for Administrative Services

Date: 6/30/16

APPROVED
UMBC
Office of General Counsel
BR Heys 6-30-16

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 6-30-16