

PROMOTIONAL AND BANKING SERVICES AGREEMENT

This Promotional and Banking Services Agreement ("Agreement") is entered into on September 14, 2016 (the "Effective Date"), by and between PNC Bank, National Association, ("PNC Bank") and Grand Valley State University, ("GVSU"), on behalf of its Athletic Department, ("University Athletics" or "UA").

WHEREAS, the parties wish to enter into this Agreement and to exchange certain Services and Programs as further defined hereinafter.

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

I. DEFINITIONS

- A. "Account" shall mean any new PNC Bank personal checking account of a GVSU Constituent.
- B. "Affiliate" shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with PNC Bank or GVSU; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 50% of the equity of the entity.
- C. "Automated Teller Machine" or "ATM" shall mean an electronic terminal, together with such wiring, connections and hook-ups necessary to connect it to the STAR® or other appropriate network, that may perform one or more banking functions on behalf of customers, including, without limitation, dispensing cash, accepting deposits, making transfers between accounts and giving account balances.
- D. "Constituents" shall mean GVSU students, faculty, and staff collectively.
- E. "Financial Services" shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.
- F. "Force Majeure" shall have the meaning given that term in Section XIII.L below.
- G. "New Student List" shall mean an annual list of newly enrolled incoming first-year students who have not opted-out of disclosure of their directory information pursuant to GVSU's FERPA policy. This list shall be used by UA to mail PNC Bank's Program materials along with information about University Athletics in advance of the new student moving onto campus. The New Student List shall not be provided to PNC Bank.
- H. "PNC Bank Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by PNC Bank, as set forth on Exhibit C attached hereto and incorporated herein by this reference.
- I. "Preferred Provider" shall mean PNC Bank is the only bank or credit union to which University Athletics will extend any of the Promotional Services (Exhibit A) and Banking Services (Exhibit B) set forth in this Agreement.
- J. "Program" shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder as further described in Section VII below.

K. "Program Expectations" shall mean the number of new checking Accounts that PNC Bank seeks to open for the Constituents in a given time period of the Term.

L. "Royalty" shall have the meaning given that term in Section VI.B.

M. "Services" or "Sports Promotional Services" shall have the meaning given to them in Section II of this Agreement or in Exhibit A attached hereto and incorporated herein by reference.

N. "Student-List" shall mean a list of currently enrolled undergraduate and graduate students. This list shall be used by UA, at the beginning of the first year of this Agreement, to mail co-branded PNC Bank's Program materials along with UA materials. The Student List shall not be provided to PNC Bank. The Student-List shall only include those undergraduate and graduate students who have not opted-out of disclosure of their directory information pursuant to GVSU's FERPA policy.

O. "University Athletics" or "UA" shall mean the department of Intercollegiate Athletics at Grand Valley State University and is the department through which GVSU is entering into this Agreement with PNC Bank. Unless otherwise provided, any reference to exclusivity, branding, marketing or bonuses refers to the rights and obligations owed between PNC Bank and UA.

P. "UA Marks" shall mean only those designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by UA which are set forth on Exhibit D attached hereto and incorporated herein by this reference.

Q. "Weblinking" shall have the meaning set forth on Exhibit E attached hereto and incorporated herein by this reference.

II. SERVICES

A. As part of this Agreement, UA agrees to provide the benefits, promotions and endorsements Services as further described in the Sports Promotional Services, Exhibit A attached hereto and incorporated herein by reference.

B. As part of this Agreement, UA and PNC Bank agree to provide mutual benefits, promotions and endorsements as further described in Banking Services, Exhibit B, attached hereto and incorporated herein.

C. PNC Bank may provide UA with text, artwork, graphics and photographs ("Content") that may be incorporated into materials that may be displayed or distributed by UA ("Materials"). Such Materials will be used, displayed and distributed solely in the manner described on Exhibit A and pursuant to the terms and conditions of this Agreement.

D. PNC Bank may, with prior written approval by UA and subject to all applicable UA and GVSU policies, use UA's trademarks and/or the designation "Official Bank of Grand Valley State University Athletics" on other materials. UA's approval under this subsection may be conditioned on UA licensees' manufacture, production and/or sale of any such material bearing UA trademarks. PNC Bank will be the only bank or credit union permitted to use UA trademarks in a marketing program. UA grants exclusive rights for a co-branded debit card. The card would feature an athletics trademark. UA grants exclusive rights to PNC Bank for a co-branded website. The website would be for UA Constituents.

III. DISPLAY AND DISTRIBUTION OF MATERIALS

A. PNC License. PNC Bank hereby grants UA a non-exclusive, non-transferable, limited and

revocable license to (i) incorporate the Content into the Materials, and (ii) display and distribute the Materials solely pursuant to the terms and conditions of this Agreement. PNC Bank may establish further guidelines governing the use, display and distribution of any Content or Materials and the quality of the items on which the Content are displayed; UA shall comply with any such guidelines provided to UA by PNC Bank. UA may not display or distribute any Materials in a manner that is detrimental or prejudicial to PNC Bank's reputation. All use, display and distribution of any Materials shall inure to the benefit of PNC Bank. PNC Bank may terminate the license granted in this Section III with respect to any or all of the Content and Materials at any time upon written notice to UA. PNC shall bear cost of signage removal or changes made at request of PNC.

B. UA Approval. All copy, graphics, and other content PNC Bank proposes for display, printing, or broadcast are subject to approval by UA, which approval shall not be unreasonably withheld. UA shall have the right to decline to display, print, or broadcast any copy, graphics or other content which violate any law, infringe on rights of others, which violate established UA policies, or which UA reasonably considers to be misleading or offensive or detrimental or prejudicial to UA's or GVSU's reputation. UA shall not display, print, or broadcast any acknowledgement, recognition, message, or other content which contains a comparative or qualitative description of PNC Bank's products or services, price information about PNC Bank's products or services, and inducement to purchase, sell, or use any product or service of PNC Bank, or any message that otherwise endorses PNC Bank's products or services. PNC Bank shall submit all proposed copy, graphics, and other content to UA not less than thirty (30) days prior to the anticipated date of use.

IV. CERTAIN RIGHTS AND ACKNOWLEDGMENTS BY THE PARTIES

A. Official Bank. PNC Bank shall have the exclusive designation as the "Official Bank" of Grand Valley State University Athletics. UA acknowledges that there is no other on campus financial institution nor official bank at GVSU. During the term of this Agreement UA shall not enter into any other contracts which include the establishment of another on-campus financial institution. GVSU further warrants that UA shall, during the term of this Agreement, retain the right to perform in accordance with its obligations hereunder.

B. Other Services. Parties agree that certain Sports Promotional Services shall be performed as agreed to in this Agreement and as specified in **Exhibit A**.

C. Costs and Installation. The cost of production and installation of sponsorship recognition panels and digital displays referred to in **Exhibit A** shall be borne by UA. At PNC Bank's request, including revocation of any of the licenses provided in Section III, and sole expense (including the cost of removal and reinstallation of panels or updating digital graphics), UA will make subsequent graphics changes in the sponsorship recognition panels and/or digital displays. PNC Bank shall reimburse UA for the cost of any removal, change and/or reinstallation of sponsorship recognition panels or digital displays within thirty (30) days after invoice by UA. All graphics changes are subject to reasonable approval of UA and other terms of this Agreement.

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

V. TERM AND TERMINATION

A. The term of this Agreement shall commence on the Effective Date and shall terminate on September 30, 2026.

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

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

D. Upon ninety (90) days prior written notice to the other party, either party may terminate this Agreement in the event that (i) any federal or state law is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over UA or PNC Bank, and (ii) such law or regulation makes it impossible, or impracticable for the terminating party to continue to perform its obligations under the Agreement. In any such notice of termination, the terminating party shall provide to the non-terminating party a description reasonably describing the basis for termination. Upon the issuance of a notice of termination the parties shall promptly meet and make reasonable efforts to amend this Agreement. If no mutually acceptable alternative arrangement can be found then this Agreement and all related agreements shall be terminated, (i.e., ATM Master License).

E. In addition, GVSU may terminate the Agreement in accordance with the termination provisions set forth in Exhibit F, Department of Education Cash Management Compliance Agreement.

F. Notwithstanding anything in this Agreement to the contrary, after four years from the effective date of this Agreement, GVSU reserves the right to terminate this Agreement by giving PNC one-year's notice following the fourth year anniversary.

G. In the event GVSU, on behalf of itself or any department, enters into any other contract or arrangement which grants to another financial institution any of the rights afforded PNC under this Agreement as specified in Exhibits A and B, PNC shall have the right to terminate this Agreement upon ninety (90) days prior written notice.

H. Upon the termination or expiration of this Agreement, UA shall cease all use, display and distribution of any Content and Materials unless otherwise agreed to by PNC Bank in writing, and PNC shall cease all use, display and distribution of all UA Marks and other UA content and materials.

VI. ROYALTY. PAYMENT TERMS

A. Each July of the Term, beginning with July 2017, the parties shall conduct an annual Program review, which shall include a comparison of the performance of the applicable year to the agreed upon Program Expectations. In the event the parties agree to extend the Term, the program expectations and royalty shall be negotiated by the parties in good faith.

Account numbers are based on a July-June fiscal year. Program Expectations may be adjusted only by mutual consent.

Expectations	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Student-New Checking Accounts	X	X	2450	2450	2450	2450	2450	2450	2450	2450
Faculty & Staff -New Checking Accounts	X	X	50	50	50	50	50	50	50	50
Program Expectations Total	X	X	2500	2500	2500	2500	2500	2500	2500	2500

B. In exchange for the consideration provided under this Agreement, PNC Bank will pay to UA an annual license fee ("Royalty") calculated in accordance with this paragraph or, if applicable, subsection VI.C, below. In the event that UA attains the Program Expectation Total for a fiscal year as specified in subsection VI.A, above, PNC Bank will pay to UA the following Royalty:

<u>Year</u>	<u>Amount</u>
2017	\$230,000
2018	\$230,000
2019	\$230,000
2020	\$230,000
2021	\$230,000
2022	\$230,000
2023	\$230,000
2024	\$230,000
2025	\$230,000
2026	\$230,000

Each Royalty payment due and owing to UA pursuant to this subsection shall be paid not later than thirty (30) days after the close of UA's fiscal year.

A one-time payment Royalty payment of One Hundred Thousand Dollars (\$100,000.00), \$50,000.00 of which shall be paid not later than thirty (30) days after this Agreement is fully signed, with the balance paid not later than thirty (30) days after the close of UA's first fiscal year (i.e. by July 30, 2017) following execution of this Agreement.

C. In the event Program Expectations are not achieved as stated in subsections VI.A, PNC Bank shall pay UA as set forth in subsection VI.D.

D. Notwithstanding subsection VI.B, in the event that UA does not attain the Program Expectation Total for any fiscal year as specified in subsection VI.A, above, PNC Bank will pay to UA for any such fiscal year a minimum Royalty equal to the greater of 100% of Royalty (\$230,000) for years one and two as stated in subsection VI.B for the applicable calendar year. Starting year three of contract term, obtaining a percentage of Program Expectation between 60% and 100% shall be paid at respective percentage against Program Expectation, e.g., obtaining 2,300 of 2,500 checking accounts is 92% of Program Expectation.

92% of \$230,000 target is equal to \$211,600 Royalty, with a minimum guarantee for each remaining year equal to 60% of the maximum Royalty, or \$138,000.

E. As of the Effective Date of this Agreement for any fiscal year in which the Program Expectation Total is exceeded for any fiscal year, additional Royalty payments would be available as follows:

Percentage Program Expectation Total is Exceeded	Percentage of then-current Royalty to constitute Additional Royalty
1% - 1.99%	1%
2% - 2.99%	2%
3% - 3.99%	3%
4% - 4.99%	4%
5% - 5.99%	10%
6% - 6.99%	11%
7% - 7.99%	12%
8% - 8.99%	13%
9% - 9.99%	14%
10% or greater	20%

F. The Annual Royalty will be paid in accordance with the following schedule:

PROGRAM YEAR	Due Date
Sept. 1, 2016 -- June 30, 2017	Half on February 28, half on July 30, 2017
July 1, 2017 -- June 30, 2018	July 30, 2018
July 1, 2018 -- June 30, 2019	July 30, 2019
July 1, 2019 -- June 30, 2020	July 30, 2020
July 1, 2020 -- June 30, 2021	July 30, 2021
July 1, 2021 -- June 30, 2022	July 30, 2022
July 1, 2022 -- June 30, 2023	July 30, 2023
July 1, 2023 -- June 30, 2024	July 30, 2024
July 1, 2024 -- June 30, 2025	July 30, 2025
July 1, 2025 -- August 31, 2026	September 30, 2026 for 2026

G. UA's failure to meet the expectations for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section VI for any year in which the Program Expectation Total is met.

H. Notwithstanding anything to the contrary contained in this Agreement:

- (i) if any federal or state law is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over UA or PNC Bank, ("New Law"), and
- (ii) the New Law makes it impossible, impracticable or unduly burdensome for (a) PNC Bank to deliver the Financial Services under the Program, or (b) UA to satisfy its obligations under the Agreement, then

- (iii) either party shall promptly notify the other party in writing no later than thirty (30) days after learning of the pending implementation or passage of the New Law, then
- (iv) the parties shall meet as soon as practicable to discuss in good faith the continued viability of the Agreement as intended by the parties, and work together on mutually agreeable modifications to the Agreement to achieve the parties' mutual objectives consistent with such new law, and
- (v) within sixty (60) days from the date of the notice or the effective date of New Law, whichever is sooner, if the parties are unable to come to agreement per (iv) then the Agreement will be terminated in accordance with Section IV of this Agreement.
- (vi) For each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC shall be excused from making to UA any Royalty payment or additional Royalty payment under Section VI (b), if the making of such payment is illegal or otherwise prohibited by any such New Law.
- (vii) If the Agreement is terminated a final Royalty payment shall be made to UA within sixty (60) days calculated as the applicable annual target Royalty payment multiplied by the sum of expected volume percentages for the months elapsed in the royalty calculation period as shown in the table below.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6.3%	3.9%	4.2%	4.2%	6.5%	15.3%	14.2%	25.6%	8.0%	4.9%	3.3%	3.7

Example: a contract which calculates Royalties on a calendar year basis is terminated in May. The final Royalty payment would be calculated as target Royalty, (sum of % Jan – May).

I. All payments made by PNC Bank hereunder shall be by ACH sent to the account designated in writing by UA, by check to the address designated by UA, or delivered by hand.

VII. PRODUCTS AND SERVICES

A. PNC Bank shall provide Financial Services as described in Exhibits A and B during the Term hereof.

B. The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the GVSU campus, at locations reserved or controlled by UA, via approved UA mediums and using approved UA Marks, subject to Section III.B. Upon pre approval by UA after consultation with GVSU's Department of Financial Aid to permit coordination of learning opportunities, The Program shall include: presenting financial seminars to students and employees; issuing co-branded Visa® Debit Cards; and opening new Accounts for UA students, and employees. ATMs shall be provided pursuant to a separate Master License Agreement, Attachment A, which is attached hereto and incorporated herein by this reference. The parties understand and agree that this Promotional and Banking Services Agreement between UA and PNC Bank is contingent upon the successful continuation of the Master License Agreement referenced above. Should either the Amended and Restated ATM Lease Agreement or this Promotional and Banking Services Agreement be terminated during the term of this Agreement, the other shall be terminated simultaneously.

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

1. Are or become PNC Bank customers;

2. Solicit financial information within a PNC Bank branch; or
3. Independently utilize electronic media for information regarding PNC Bank products and/or services.

C. Accounts established under this Agreement may be eligible for a co-branded Visa Debit Card. PNC Bank shall have the exclusive right to issue the co-branded Visa Debit Card subject to prior approval from UA. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Accountholder.

VIII. INDEMNIFICATION

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

(i) Material breach of any representation, warranty or obligation under this Agreement by UA, or any of its officers, directors, employees or agents; or

(ii) Violation by UA, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable regulatory authority in connection with performance under this Agreement; or

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

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

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

(ii) Violation by PNC Bank, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with performance under this Agreement;

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

(iv) Any claim that the Content or Materials violates the rights of any third party.

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

(i) The Indemnified Party will give prompt written notice to the person from whom indemnification is sought (herein referred to as the "Indemnifying Party") of each claim for indemnification

under this Agreement, specifying the amount and nature of the claim (herein referred to as a "Notice of Claim"). Provided that such Notice of Claim is given (unless the failure to provide such Notice of Claim does not prejudice the interests of the Indemnifying Party), the Indemnifying Party, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such claim, suit or proceeding.

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

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

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

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

IX. INSURANCE

A. During the Term, PNC Bank shall maintain at its own expense full and adequate insurance with insurance carriers licensed to do business in the Commonwealth of Pennsylvania, having at least an A.M. Best rating (or similar rating) of at least an "A-", as follows:

COMMERCIAL GENERAL LIABILITY

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

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

PNC Bank shall name GVSU as an additional insured on PNC Bank's General, Umbrella, Comprehensive and Automobile Liability policies. It is understood and agreed that PNC Bank's insurance applies on a "primary" basis with respect to the performance of any of PNC Bank's rights or obligations hereunder.

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

X. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

A. GVSU or UA, as applicable, represents and warrants, as of the Effective Date and during the Term of this Agreement, that:

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

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

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

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

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

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

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

(viii) During the Term of this Agreement, UA (A) will promote the Program, and (B) has granted PNC Bank the exclusive right to market the Program to Constituents on campus in conjunction with UA and has not granted that right to any other bank or credit union.

B. PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:

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

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

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

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

(v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to UA in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or

omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

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

(vii) Any and all Content and Materials shall be original and shall not infringe on any intellectual property rights of any third person.

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

D. JOINT OBLIGATIONS

(a) The parties agree that they shall:

(i) Issue a press release, jointly approved, upon execution of this Agreement;

(ii) Conduct, in good faith, an annual review of the success of the Program in accordance with Section VI; reviews shall be quarterly throughout the Term of this Agreement; and

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

(b) PNC shall have the exclusive right to issue the co-branded UA, PNC Visa Debit Card subject to prior approval from UA. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Account holder.

(c) GVSU shall hereby comply with the requirement listed on Exhibit E, Department of Education Cash Management Compliance Agreement, which is attached hereto and incorporated herein by this reference.

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

F. The parties agree that marketing materials related to the Program and approved by UA in cooperation with GVSU's offices of Development and marketing prior to distribution, and in accordance with Section III.B will be communicated electronically from time to time. In order for either party to

become the designated "Sender" with respect to CAN SPAM, the party must meet certain defined requirements.

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

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

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

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

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

XI. TAXES

A. GVSU is a tax exempt entity and has been fully advised by GVSU's counsel and/or tax consultant of any tax implications resulting from this Agreement.

B. 1. UA and GVSU, as applicable, shall pay all taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including UA's income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings. UA shall have no obligation to pay taxes related to PNC Bank's operations or conduct of its business (including PNC Bank's income, employment of personnel, franchise, sales, use and excise taxes).

2. PNC Bank shall pay all taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including PNC Bank's income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings. PNC Bank shall have no obligation to pay taxes related to UA's or GVSU's, as applicable, operations or conduct of its business (including income, employment of personnel, franchise, sales, use and excise taxes).

XII. CONFIDENTIALITY

A. Each of PNC Bank and UA agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, Affiliates, agents or representatives, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer or Constituent lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or UA. Each

party, agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section XI. In the event of a breach of the foregoing, the non-breaching party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, as its sole and exclusive remedy.

B. Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court of administrative subpoena, order or other such legal or administrative process or requirement of law, including the Michigan Freedom of Information Act, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party shall (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party prior to the disclosing party's time for production, the disclosing party agrees that the non-disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

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

XIII. MISCELLANEOUS

A. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Michigan, without regard to its principles of conflicts of laws.

B. Loss of Use/Non-Use. Loss of use of sponsorship recognition panels, digital displays or other sponsorship acknowledgements as a result of strikes, fire, or any other cause beyond the control of UA ("Event") shall not constitute a breach of this Agreement, provided that UA gives written notice to PNC Bank containing an explanation of the Event and a description of the loss of use. Following such notice, the obligations related to the affected recognition panels, digital displays or other sponsorship acknowledgements shall be suspended, but only to the extent made necessary by the Event, provided that UA is acting with due diligence to remedy the conditions giving rise to the loss of use. If an Event causes the loss of use of recognition panels, digital displays, or other sponsorship acknowledgements, UA shall provide PNC Bank with a substitution of another benefit of comparable value that is reasonably acceptable to PNC Bank. PNC Bank's non-use, for any reason, of recognition panels, digital displays or other sponsorship acknowledgements provided to it will not release from its obligation to make donations set forth in **Exhibit A** and pursuant to the terms of this Agreement.

C. PNC Bank Employees

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

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

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

(d) For all activities of PNC Bank related to this Agreement, when on or about the property of UA, PNC Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as UA shall reasonably prescribe from time to time for the general population of its campus and which are made available to PNC Bank on or before the Effective Date hereof. PNC Bank shall obtain prior UA approval before entering UA property, shall limit activities to those locations designated by UA for such activities, and shall schedule all such activities through the normal UA process for reserving space for UA activities.

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

D. Location/Signs

Subject to Section XIII.C(d), UA shall permit PNC Bank to place signs advertising the Services in locations under UA's supervision and control that are mutually acceptable to both parties. PNC Bank must have UA's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within thirty (30) business days of the request by PNC Bank. Signage related to Amended and Restated ATM Lease Agreement shall be governed by the Amended and Restated ATM Lease Agreement.

E. Advertising, Promotion and Related Activities

(a) PNC Bank may advertise the Services in such media and in such manner, as the parties shall mutually agree in writing in advance. PNC Bank may identify UA as its client in the ordinary course of its banking business. Notwithstanding the foregoing, UA must have PNC Bank's prior written approval for any advertising materials that include any references to PNC Bank's products or services, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within thirty (30) business days of the request by UA.

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

(c) Subject to the prior written approval by UA, UA shall provide PNC Bank access to such UA resources as may be appropriate and necessary to promote the Services and the Financial Services in appropriate mailings and other applicable media that are provided to incoming and returning Constituents as mutually agreed upon.

F. Warranty. UA warrants that recognition panels and other signage shall be free of any defects of workmanship and/or material, excluding any signage or material PNC Bank provides to UA for promotion. UA shall not be liable for any damage to or loss of signage or material provided to it by PNC Bank; however, UA shall replace the damaged signage or material at its own cost if such damage occurs after its possession of the signage or materials.

G. Limitation of Liability. NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS.

H. Adverse Publicity/Public Disrepute. If at any time during the Term of this Agreement, in the opinion of UA, PNC Bank becomes the subject of public disrepute, embarrassment, contempt, or scandal that affects UA or UA's public image, reputation or goodwill, then UA may, upon written notice to PNC Bank, immediately suspend or terminate this Agreement, in addition to any other rights and remedies that UA may have hereunder or at law or in equity.

I. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

J. Survival. The provisions of Sections VIII and XII shall survive the termination or expiration of this Agreement for any reason.

K. Intentionally Omitted.

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

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

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

O. Relationship. Nothing in this Agreement is intended to nor does it create the relationship of employer and employee, principal and agent, partners or joint venturers between UA and PNC Bank. Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

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

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

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

S. Notice. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service, or if sent by facsimile transmission with confirmation of delivery, to the address set forth below or to such other address as any party may give to the other in writing for such purpose:

If to UA then to: Grand Valley State University Athletics Director of Athletics 192 Fieldhouse Allendale, MI 49401	If to PNC Bank then to: PNC BANK, National Association Manager, University Banking The Tower at PNC Plaza 300 Fifth Avenue, 18 th Floor Pittsburgh, PA 15222
With a copy to: Grand Valley State University Vice President for Finance & Administration 2015 Zumberge Hall 1 Campus Drive Allendale, MI 49401	With a copy to: PNC Bank, National Association The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh, Pennsylvania 15222 ATTN: Chief Counsel, Consumer Bank

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

U. Warranty of Authority. The persons executing this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the parties for which are acting and that said parties will thereby be fully bound by the terms of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

PNC Bank, National Association

By: [Signature]

Title: Sr. Vice President

Date: 9.22.2014

Grand Valley State University, on behalf of its
Athletic Department

By: [Signature]

Title: ^{Acting} V.P. for Finance & Administration

Date: 9-14-16

LIST OF EXHIBITS TO THE PROMOTIONAL AND BANKING SERVICES AGREEMENT

EXHIBIT A

UNIVERSITY ATHLETICS PROMOTIONAL SERVICES

EXHIBIT B

BANKING SERVICES

ATTACHMENTS

ATTACHMENT A

AMENDED AND RESTATED ATM LICENSE AGREEMENT

ATTACHMENT B

NON-PNC ATMS or INTENTIONALLY OMITTED

EXHIBIT C

PNC BANK MARKS

EXHIBIT D

UNIVERSITY MARKS

EXHIBIT E

WEBLINKING AGREEMENT

EXHIBIT F

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

[Remainder of page intentionally left blank]

EXHIBIT A
UNIVERSITY ATHLETICS PROMOTIONAL SERVICES

During each year of this Agreement and subject to its terms, UA agrees to provide PNC Bank with the following benefits:

PNC BANK BENEFITS:

RIGHTS AND ENDORSEMENTS

- Exclusive designation as the Official Bank and Preferred Provider of UA, granting PNC the exclusive right to appear and market at UA facilities and events, as well as in connection with all UA-owned media rights, including but not limited to signage, programs, radio broadcasts, social media, and including UA logos, service marks, trademarks and wordmarks.

SIGNAGE

- **Lubbers Stadium: (Football)**
 - One (1) Field Level static sign (3' x 20')
 - One (1) south scoreboard static sign (back, size TBD)
 - **Recognition on Digital Video Display:**
 - Sponsorship of Laker Marching Band pre-game show to include video board recognition
 - First quarter and Third Quarter static sign
 - Logo placement (bug) during every half-time band performance
 - PNC Club Seat static signage
 - Directional signs
 - Stair step signs
 - Section branding signs
- **GVSU Fieldhouse Arena: (MBB, WBB, Volleyball)**
 - Two (2) scoreboard signs (TBD)
 - One (1) North back lite sign (35" x 96")
 - Hall of Fame (presenting rights) Logo placement
- **GVSU Lacrosse Stadium: (WLax, Outdoor T/F)**
 - One (1) scoreboard sign (TBD)
- **GVSU Baseball Field: (Baseball)**
 - One (1) scoreboard sign (TBD)
 - One (1) fence line sign (TBD)
- **GVSU Softball Field: (Softball)**
 - One (1) scoreboard sign (TBD)
- **GVSU Soccer Field: (W Soccer)**
 - One (1) scoreboard sign (TBD)
- **Kelly Family Sports Center: (General)**
 - One (1) sign (TBD)

- **Swimming & Diving: GVSU Pool**
 - One (1) scoreboard sign (TBD)

GAME DAY PROMOTIONS:

PNC Bank will have a game day promotions for all GVSU ICA home events that are listed. The following are the sports for game day promotions: Football, Men's & Women's Basketball, women's soccer, women's volleyball, women's lacrosse, baseball and softball. The football game day sponsorship will be **FAMILY DAY**.

Marketing elements (if available by sport)

- Name placement on Schedule cards
- Logo placement on Game Day program/flip card
- Four (4) P.A. Announcements per game
- Four (4) Logo placement displayed on video board
- Four (4) Radio mentions for being the game day sponsor per game
- One (1) Radio half-time interview on game day sponsorship
- One (1) Half-Time Promotion per game day sponsorship
- Name on Front of Football Tickets for game *Presented by PNC*
- Logo on front of Football season tickets for game day sponsorship
- Invitation to the President Suite Game Day Sponsorship Night for up to four(4) people

GAME DAY PROMOTIONAL GIVEAWAYS

- Football: Fan giveaway (1,000 units) for Game day sponsorship: mutually agreed upon
- Basketball: Fan giveaway (1,000 units) for Game day sponsorship: mutually agreed upon

GAME DAY PROMOTIONS:

- A minimum of Two (2) public address announcements at all regular season ICA home events
- Football Game Day Coin Toss Presenting rights: Coin includes logo

TICKETS AND HOSPITALITY:

- **Football**
 - Four (4) season tickets (PNC Bank Club Seats)
 - Two (2) Irwin Club Gold Lot Parking Passes
 - Four (4) tickets to any home NCAA playoff game
 - 50 tickets for one (1) game
 - Catered meal for 50 at one (1) game
 - One (1) suite rental for Game Day sponsorship game
 - Rental includes:
 - 16 Suite tickets
 - 8 General Parking passes
 - Food & Drinks are not included
- **Men's & Women's Basketball**
 - Four (4) season tickets
 - Four (4) tickets to any home GLIAC/NCAA playoff game
 - 50 tickets for one (1) game

- **Golf Outings**
 - One (1) Foursome in the Irwin Club Outing
 - One (1) Foursome in the Football Alumni Outing

MEDIA:

- **Radio**
 - Football Play by Play (based on 11 regular season schedule)
 - Four (4) :30 second commercials in every game
 - Naming Rights to Post Game Show
 - Opening/Closing billboards in every game
 - Football Coach's Show (based on 11 shows)
 - Three (3) :30 second commercials in every show
 - Men's Basketball Play by Play (based on 25 regular season schedule)
 - Four (4) :30 second commercials in every game
 - Naming Rights to Post Game Show
 - Opening/Closing billboards in every game
 - Women's Basketball Play by Play (based on 25 regular season schedule)
 - Four (4) :30 second commercials in every game
 - Naming Rights to Post Game Show
 - Opening/Closing billboards in every game
- **Website**
 - Commercial Advertisement space on UA's Website, gvsulakers.com
 - 1,000,000 impressions per year
 - Advertisement space (300 x 250) and (160x600)
 - Logo Placement presenting rights Headlines
 - Commercial Advertisement space on grandvalleysportsnetwork.com
 - Logo placement on sponsor page
 - Logo placement on main page (gvsulakers.com)
 - Advertisement space on 12 Laker Mail email blasts (once a month)
 - All advertisements and/or logo placements include web links
- **Television**
 - 6 x :30 second commercial spots per televised event (game and/or shows)
 - Presenting rights to Football half-time show
- **Social Media**
 - Info-graphic for football & men's basketball

LICENSING:

- PNC may, with prior written approval by UA in accordance with Section III.B of the Agreement and subject to all applicable university policies, use UA Marks and/or the designation "Official Sponsor/Bank of GVSU Athletics" on other materials. UA's approval under this subsection may be conditioned on university licensees' manufacture, production and/or sale of any such material bearing the UA Marks. PNC Bank will be the only bank or credit union permitted to use the UA Marks in a marketing program.
- UA grants exclusive rights to PNC Bank for a co-branded debit card subject to prior review and approval by UA. The card would feature a UA Mark.

- UA grants exclusive rights to PNC Bank for a co-branded website. The website would be for UA Constituents

PRINT:

- One (1) Full page, full color advertisement in Football game day programs
- Logo placement on all football sideline passes (back)
- Logo placement on all will call ticket envelopes
- Advertisement placement on game day print material for women's soccer, women's Lacrosse and women's volleyball

SPECIAL EVENTS:

- **Summer Movie Night Presenting rights**
 - Logo placement on all promotional material
 - Fan Giveaway: (1,000 units) per summer series
 - Summer series (3 dates)
- **Fan Fest: Event Marketing**
 - Ability to be on site at Fan Fest event
- **Hall of Fame ceremony: Presenting Rights**
 - Name/logo placement on all promotional material

ADDITIONAL BENEFITS:

- Based on availability, one (1) rent-free use of UA facility for one (1) event on date mutually determined, with any catering or other services to be paid by PNC
- Appearance by a UA head coach at minimum of one (1) event hosted by PNC, on date to be mutually determined
- Four (4) UA Hall of Fame tickets per season
- Ability to include printed promotional material as an insert in the football season tickets mailer.
 - Promotional material must be mutually agreed upon & PNC will pay for printing
- Additional complementary game tickets may be provided, based on availability
- UA merchandise including: twenty-five (25) football-related merchandise items, twenty-five (25) basketball-related merchandise and twenty-five (25) athletics (general) related merchandise items.

OTHER OPPORTUNITIES:

- PNC Bank will have the ability to accompany UA at all Orientation Events.
- PNC Bank will be permitted to participate in on-campus tabling, promotions, giveaways, etc. at any UA events.
- PNC may sponsor the UA "assist with housing move-in" initiative (150 co-branded t-shirts)
 - PNC will pay for t-shirts
- UA will promote the new relationship with an introductory press release about the partnership.
- UA will deliver a promotional print material annually to all new students subject to prior approval. PNC will pay for printing and postage.
- UA will assist in announcing and organizing on-campus educational sessions for the GVSU community including PNC university banking (student), free financial literacy classes & WorkPlace marketing program.

- UA Meeting 'Meet & Greet': Ability to access UA staff
- PNC Bank may co-sponsor with UA Student Life's Family Day t-shirts (500) on terms to be determined.
- UA will send out Four (4) Co-Branded Email Blasts per year
- UA will send out Two (2) Co-Branded Email Blasts (F/S) per year
 - Two (2) F/S Appreciation Events (Football/Basketball)
- PNC Bank will sponsor UA Student Athletic Advisory Committee (SAAC)
- PNC Bank will provide UA with material for UA new hires.
- UA may participate in the PNC Bank Achievers Program designed to highlight academic achievements of student athletes, tailored specifically for GVSU.

EXHIBIT B

BANKING SERVICES

COMMITMENTS OF UNIVERSITY ATHLETICS

UA shall, during the Term of this Agreement:

- (a) Work in good faith to generally support the Program as follows:
 - (i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.
 - (ii) Permit PNC Bank the right to market in conjunction with UA's promotions the Program and Financial Services as UA's Preferred Provider, to Constituents;
 - (iii) Identify a UA officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as UA's Preferred Provider and which explains the Program, which letter shall be subject to UA's prior written consent;
 - (iv) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with UA vendors; and
 - (v) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.
- (b) Make available the following marketing rights for the Program, subject to pre-approval by UA of each specific activity:

Students:

1. Exclusive, mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement in conjunction with promotional and/or co-branded materials for UA.
2. Permitting on-campus access, at no cost to PNC Bank, at mutually agreed upon UA events as well as at freshman orientation. PNC will have the ability to attend other non UA affiliated University events upon the same terms and conditions as other vendors.
3. Permitting exclusive conduct by PNC Bank of direct mailings to New Students in conjunction with promotional and/or co-branded materials for UA.
4. Permitting access for on campus UA promotions, giveaways, tabling events, access to common areas, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by UA for such activities; and (iii) are scheduled through the normal UA process for reserving space for UA activities.
5. Permitting exclusive distribution by PNC Bank of Program communications, via distribution methods approved by UA, (which Program communications bearing UA Marks shall be approved in writing in advance by UA Athletics in conjunction with promotions for UA Athletics and such approval shall not be unreasonably withheld, conditioned or delayed).
6. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University Athletics and at no cost to PNC Bank.
7. Mentioning of PNC Bank and the Program from time to time in agreed upon UA publications and mailings in conjunction with University Athletics communications.
8. Supporting agreed-upon UA student events to be sponsored by PNC Bank

9. Providing a web link from UA key student web areas on the University Athletics web site to a customized site at www.pnc.com/gvsu.

Faculty/Staff:

1. Permitting the distribution of materials by PNC Bank at new hire orientations in conjunction with UA promotional and/or co-branded materials.
2. Permitting preferred access for on campus promotions, giveaways, tabling events, access to common areas, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the UA for such activities; and (iii) are scheduled through the normal UA process for reserving space.
3. Permitting on-campus tabling by PNC Bank, at no cost to PNC Bank, at events where UA has a presence including but not limited to benefit-related fairs via tabling, and new hires where applicable.
4. Facilitating semi-annual mailings by PNC Bank to faculty and staff on co-branded materials.
5. Permitting PNC Bank's presenting agreed-upon on-campus financial seminars from time to time
6. Mentioning of PNC Bank and the Program from time to time in agreed upon UA publications and mailings
7. Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon co-branded Program communications approved in writing in advance by UA, which approval shall not be unreasonably withheld, conditioned or delayed
8. Advertising by PNC Bank in UA publications and mailings at agreed-upon fees
9. Providing a Web link from UA's web site to a customized site at www.pnc.com/gvsu.

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

(d) Notwithstanding anything to the contrary contained in this Agreement, UA's ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights in Privacy Act (FERPA), other applicable laws and regulations, and UA's policies and procedures.

COMMITMENTS OF PNC BANK:

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

- (a) Offer the Program to Constituents;
- (b) Market of the Program, which shall include, among other things:
 - At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
 - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with commitments listed above;
 - At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of UA in accordance with Section III.B of the Agreement;

- Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Debit Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
- At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in UA publications, tabling at new student orientation and similar events;
- Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
- Providing UA with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data; and
- Collaborate with the UA to develop educational programs geared towards developing student financial awareness and responsibility.

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

[SEE ATTACHED AMENDED AND RESSTATED ATM LICENSE AGREEMENT]

**SCHEDULE A
TO "ATTACHMENT A"**

University and the LOB need to provide the information below for each PNC Bank ATM that will be installed.

ATM LOCATIONS

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

[illegible]

ATTACHMENT B

A. Location of the Lake Michigan Credit Union Free Standing ATM(s) at the University:

1. GVSU Commons (Lower Level)
2. Robert Kleiner Commons (Near POD)
3. The Marketplace (Front Entrance)
4. Russel H. Kirkhof Center (South Entrance, 1st Floor)
5. Pierce Street (On Corner)
6. Richard M. DeVos Center (Plaza Area, Building C)

B. Location of Other Financial Institutions Free Standing ATM(s) at the University.

Fifth Third Bank:

1. Richard M. DeVos Center (Plaza Area, Building C)
2. Russel H. Kirkhof Center

Mercantile Bank

1. L. William Seidman Center (Main Floor Vending Area)

EXHIBIT C

PNC BANK MARKS

1. The PNC Marks that are licensed under the terms of this agreement are:

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



2. University agrees to use the PNC Marks in accordance with the standards set forth below:
- PNC must approve the "PNC" name being used.
 - When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words.
 - Use original reproduction artwork, never create your own PNC logo, or alter the original in any way.
 - The PNC logo may ONLY be printed in black or in a color or colors approved by PNC.
 - The titles "Official Bank of Grand Valley State University Athletics" or "Official Bank of GVSU Athletics" may be used in conjunction with the PNC name and/or logo.

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

EXHIBIT D

UNIVERSITY ATHLETICS MARKS



[The University marks, logos and other graphics that are licensed under the terms of the Agreement are:]

or

[UA Marks and associated standards that are licensed under the terms of the Agreement can be found at the following URL:]

EXHIBIT E
WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 14th day of September 2016, ("Effective Date"), and entered into by and between is entered into by and between Grand Valley State University, on behalf of [insert full Athletics department title], an institution of higher education organized and operated under the laws of the state of Michigan, having offices at 188 Fieldhouse, Allendale, MI 49401 ("UA"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain Promotional and Banking Services Agreement of even date herewith between UA and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

Agreement immediately if at any time content on the other party's Website is reasonably deemed to be objectionable or inconsistent with the mission or philosophy of the terminating party.

3. GRANT OF LICENSE

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

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

4. WARRANTIES


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

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

[Signature page to follow]

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

GRAND VALLEY STATE UNIVERSITY, ON BEHALF OF ITS ATHLETIC DEPARTMENT

By: 

Name: Scott Richardson

Title: ^{Acting} V.P. for Finance & Administration

Date: 9-14-16

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Nickolas Certo

Title: Senior Vice President

Date: 9-22-2016

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

3. The PNC Marks that are licensed under the terms of this agreement are:

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



4. University agrees to use the PNC Marks in accordance with the standards set forth below:
- a. PNC must approve the "PNC" name being used.
 - b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words.
 - c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way.
 - d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC.
 - e. The titles "Official Bank of Grand Valley State University Athletics" and "Official Bank of GVSU Athletics" may be used in conjunction with the PNC name and/or logo.

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

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



[The UA marks, logos and other graphics that are licensed under the terms of the Web Agreement are:]

or

[UA Marks and associated standards that are licensed under the terms of the Web Agreement can be found at the following URL:]

EXHIBIT F

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), by and between Grand Valley State University, an institution of higher education organized and operated under the laws of the State of Michigan, on behalf of its Athletic Department, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain Promotional and Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

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

1. Definitions

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

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

2. Student Choice

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

3. Customer Complaints

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

4. University DoE Regulation Compliance

- (a) Student Consent. As applicable, the University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.
- (b) Student Choice. The University shall provide the PNC List to the student as set forth in Section 2(b) above.
- (c) Agreement. In accordance with the effective date set forth in the DoE Regulation, the University shall disclose, on the University website, a copy of the Agreement.
 - (1) In order to satisfy the requirements of this Section 4(c), University shall comply with the provisions of Section 5 of this CM Agreement.
- (d) Compensation and PNC Financial Account Data
 - (1) In accordance with the effective date set forth in the DoE Regulation, the University may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.
 - (2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.
 - (3) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.
- (e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.
- (f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement.
- (g) Best Interest of the Students. During the Term of the Agreement the University will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers

who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the "Review").

- (1) The University shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.
- (2) The DoE Regulation requires the University have the right to terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University, ("DoE Cause for Termination")
 - (a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.
 - (i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;
 - (ii) if the parties determine corrective action is required they will negotiate in good faith to establish a commercially reasonable plan and time schedule for implementation to address those items considered unsatisfactory in the Review or results from Customer Complaints, (the "Plan"). The Financial Institution shall begin implementation of the Plan within sixty (60) days from the date upon which the parties mutually agree to the Plan in writing.
 - (b) If the parties cannot agree to a Plan, then the University may terminate the Agreement upon sixty (60) days written notice to the Financial Institution. The University shall provide such notice no later than fifteen (15) days after the expiration of the Discussion Period. This shall not be deemed a condition of default by the Financial Institution under the Agreement.

5. DoE Compliance Information

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

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to:
 - (i) PNC Financial Account Data, or information related thereto;
 - (ii) information used to derive the PNC List; and
 - (iii) any other information, including the Agreement, which is

required to be disclosed under the DoE Regulation.

- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance.

[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.

GRAND VALLEY STATE UNIVERSITY, ON BEHALF OF ITS ATHLETIC DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____

**AMENDED AND RESTATED ATM
LEASE AGREEMENT**

This Amended and Restated ATM Lease Agreement ("Lease") is made and entered into effective as of September 14, 2016 by and between the Grand Valley State University having its principal office at 1 Campus Drive, Allendale, Michigan 49401 ("Landlord"); and PNC Bank, a national banking association, having its principal office at 1600 Market Street, F2-F070-09-A, Philadelphia, PA 19103, ("PNC Bank");

RECITALS

WHEREAS, Landlord and PNC Bank entered into a ATM Lease Agreement ("Lease") dated July 1, 2010 ("Lease"); and

WHEREAS, Landlord and PNC Bank have agreed to certain changes to the Lease and wish to formally memorialize these change in this Amended and Restated Lease Agreement.

In Consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Leased Premises. Landlord hereby leases to PNC Bank and PNC Bank leases and takes from Landlord certain premises situated on the Property as referenced by Exhibits A and A-1 attached hereto and made a part hereof (the "Leased Premises"). If not complete at the time of execution of this Lease, the parties shall agree on and complete the "ATM Locations" information in Exhibit A within ninety (90) days of the date hereof. The Leased Premises shall be used solely for the operation of the ATMs.
2. Lease Term. The term of this Lease shall commence as of the Effective Date and terminate on September 30, 2026.
3. Access. PNC Bank and its officers, employees and authorized agents shall have the right, prior to the Commencement Date, to enter the Leased Premises at reasonable times during Landlord's normal business hours for the purpose of installing the ATM and affixing the utilities, signage, furnishings, fixtures, counters, and equipment therein and thereto which PNC Bank deems necessary to install and operate the ATM. The ATM may be constructed so as to be coterminous with the Leased Premises. The design of the ATM and all signs, fixtures, counters and related equipment shall be determined by PNC Bank, subject to Landlord's reasonable approval and approved by Landlord prior to installation.

PNC Bank shall have the right to make alterations and improvements or renovations to the ATM. All costs involved:

- (a) in the installation, improvement, and renovation of the ATMs and
- (b) with affixing the furnishings, fixtures, counters and equipment in and to the Leased Premises shall be borne by PNC Bank.

PNC Bank shall not permit any liens to be filed against either PNC Bank's leasehold estate in the Leased Premises or Landlord's fee simple title interest in the Property as a result of any such work by PNC Bank. PNC Bank shall indemnify, and save harmless the Landlord against all loss, liability, costs, reasonable attorney's fees, damages or interest charges as a result of any such lien filed. PNC Bank shall, within thirty (30) days of the filing of any such lien and written notice given to PNC Bank, remove, pay or cancel said lien or secure the payment of any such lien or liens by bond or other security reasonably acceptable to Landlord.

4. **Payment Terms.** PNC Bank agrees to pay Landlord an annual rental (the "Rent") for the Leased Premises in the sum of \$3,000 per year for each ATM, in arrears, with the first payment of \$2,500 per ATM (due to an initial 10 month year) on July 30, 2017, the last payment of \$3,500 per ATM (due to a concluding 14 month year) on September 30, 2026, and payments of \$3,000 per ATM on July 30 of each intervening year.
5. **Establishment And Operation Of ATMs.**
 - (a) **Use.** The Leased Premises shall be used solely for the purpose of establishing and operating the ATMs in accordance with Federal and applicable state and local laws.
 - (b) **Access.** PNC Bank, its officers, employees and authorized agents shall have the right of entrance and free access in and to the Leased Premises at all times during Landlord's normal business hours. PNC Bank, at its expense, shall keep and maintain the ATMs in good condition and working order during the term of this Lease.
 - (c) **Installation of Utilities.** Landlord shall supply, at its sole expense, all lighting, air conditioning, heat and electricity required for the operation of the ATMs. PNC Bank at its sole expense, shall pay all expenses related to the installation of the ATM which may include without limitation, state application fees, legal posting notices, data and/or telephone lines, electrical service, camera, alarms, signs and ATM installation charges.

If for any reason, other than at the direction of the Landlord, such utilities are disrupted, suspended, or discontinued, PNC Bank shall not be entitled to any reimbursement, compensation or damages because of such disruption, suspension or discontinuance, but PNC Bank shall be entitled to an equitable abatement of the rent for the period of such interruption. If any utility is disrupted, suspended or discontinued, for any reason, Landlord shall make all reasonable efforts to reestablish such service.
 - (d) **Maintenance; Signs.** Landlord shall maintain the Leased Premises in a clean and orderly condition, free of dirt, rubbish, and obstructions of any kind or type. Landlord shall, at all times, keep the areas adjacent to the Leased Premises in a clean and orderly condition and free of any obstruction which would hinder normal entrance and free access to the Leased Premises. The ATMs will be in a mutually agreed upon location and Landlord covenants and agrees that it will not unreasonably obstruct the visibility of the ATMs from other areas of the premises and will at all times permit PNC Bank to maintain signage relating to the ATMs and that the visibility of such signage will not be unreasonably obstructed. All signage and the location thereof shall be subject to Landlord's reasonable approval.

PNC Bank agrees to expeditiously make all repairs necessary to maintain the ATMs in good operating condition and shall bear all expense for the same. Landlord shall have no responsibility whatsoever for the maintenance or repair of the ATMs. Landlord shall not attempt to repair or service the ATMs. Landlord shall keep all open floor areas adjacent to the ATMs Premises reasonably clean and in reasonably good condition, and, in addition, shall provide continuous illumination in and around the ATM Premises during normal operating hours.
 - (e) **Surcharges.** Commencing the date the ATMs are first operational PNC Bank will charge \$2.50 for all non-PNC Bank cardholder cash withdrawal transactions. PNC Bank

and Landlord may re-evaluate the performance of the ATMs based on surcharge fees after the first year of operation to determine if the \$2.50 surcharge can be continued. In the event the \$2.50 surcharge cannot be continued or adjusted to Landlord's satisfaction PNC Bank will remove the ATMs.

In the event PNC Bank is not permitted to adjust the surcharge due to law, regulation or ordinance and in the event the payment of interchange income by a switching or processing network is discontinued for any reason, PNC Bank shall have the right to renegotiate the terms of the Lease or remove the ATM(s) from the Leased Premises and terminate this Lease upon 30 days written notice to Landlord.

- (f) **ATM Functions.** Landlord acknowledges that the ATMs to be installed are equipped to perform the following functions:

Cash Withdrawals
Balance Inquiry
Transfer of funds

PNC Bank may add additional services as developed or as the marketplace may support and modify or terminate any services in PNC Bank's sole discretion

- (g) **Title.** Landlord agrees that title to and ownership of the ATM and the related equipment and installations shall at all times be and remain in PNC Bank free and clear of all rights, title, interest, liens, security interests or claims owned, held, created or suffered by any person or entity claiming under, by or through Landlord and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from PNC Bank to Landlord of the ATM, related equipment or installations. Upon request of PNC Bank, Landlord will obtain from any persons or entities owning or holding legal title to or liens upon or leases, security interests or other interests in the Location, written waivers or releases in form and substance acceptable to PNC Bank confirming that such party has no legal right or interest in the ATM and further confirming PNC Bank's title as aforesaid and PNC Bank's rights under this Lease. PNC Bank shall have the right to place a label on the ATM indicating its interest in such machine and related equipment and installations which label Landlord agrees not to disturb.
- (h) **Promotional Campaigns.** PNC Bank shall be permitted at least four (4) times per calendar year to conduct promotional campaigns relating to the use of the ATM to Landlord's employees and other occupants of the premises during Landlord's normal business hours. At which time up to three (3) PNC Bank representatives may be present to promote PNC Bank Banking services. Such promotions may include, but shall not be limited to, demonstrating the ATM to Landlord's employees invitees, and customers and distributing promotional literature furnished by PNC Bank. Landlord shall have a prior right of approval before the promotional campaigns begin. PNC Bank shall contact Landlord prior to the proposed campaign commencement.
- (i) **Relocation of the ATM(s).** In the event that during the term of this Lease, either party desires to change the location of an ATM and the parties are able to mutually agree upon a new location, PNC Bank will remove the ATM from the initial location and install the ATM and required communications, security alarm and signage to the new location. The party requesting the change in the location of the ATM shall bear and promptly pay all costs involved with the relocation of the ATM including all necessary modifications to the site, ATM, housing, electrical as well as restoration to the initial location of the ATM. In the event that the parties are unable to agree upon a requested change in location, the ATM shall remain at the location set forth herein until Lease is terminated by either party.

- (i) Non PNC ATMs. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, five (5) ATMs exist on the Allendale University Campus and one (1) on the Pew University Campus which are owned and maintained by Lake Michigan Credit Union ("Credit Union ATMs"); two (2) ATM(s) are located on the Pew University Campus, (1) of which is owned and operated by Fifth Third Bank and one (1) owned and operated by Mercantile Bank; and one (1) ATM is located at the Kirkof Center owned and operated by Fifth Third Bank (hereinafter the "Other Financial Institutions" and collectively the "non-PNC ATMs").

The non-PNC ATMs exist on the University Campus as set forth on Exhibit B. If one of these is removed, and GVSU seeks to have another ATM installed in its place, GVSU shall afford PNC the same opportunity to bid on such location as any other financial institution. No additional ATMs may be provisioned by new financial institutions on Landlord's campus during term of this Agreement and the contemporaneous Promotional and Banking Services Agreement between Grand Valley State University on behalf of Grand Valley Athletics and PNC Bank dated August 1, 2016, and the total number of ATMs on campus (PNC and non-PNC) shall not exceed the number as of the effective date of this Agreement. No financial institution shall be permitted more on-campus ATMs than PNC.

6. Insurance.

- (a) Landlord shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies, covering the location and related machinery, equipment and improvements (excluding the ATM, related equipment, installations and side cabinet which shall be insured by PNC Bank), and general liability coverage with respect to the Property in an amount not less than \$2,000,000.00. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and general/public liability insurance in an amount not less than \$2,000,000.00, of and with respect to the ATM, installations and related equipment or such other amount as agreed between the parties. Each party shall name the other as an additional insured on its general liability policy applicable to this Lease. In addition, each party shall maintain, and shall require its independent contractors to maintain, workers compensation insurance with respect to their respective employees in the amounts required by applicable law.
- (b) Each party shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance. PNC Bank, however, shall upon request provide a Memorandum of Insurance to Customer as evidence of the required insurance. Each party shall, to the extent available from their insurance carriers at no additional cost, cause the policies of insurance providing the aforesaid coverage to contain waivers of subrogation as against each other.
- (c) Each party hereby waives against the other any right of recovery for damage to property caused by any casualty which is required to be covered by insurance.

7. Assignment. Except for any assignment or sublease to any entity controlling, controlled by, or under common control with PNC Bank, or to any successor entity resulting from a merger or other combination or from the transfer of substantially all of PNC Bank's assets, all of which are expressly permitted without Landlord's consent, PNC Bank shall not assign or sublet the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Expenses.

- (a) Taxes. Landlord shall pay all real property taxes and assessments on the business premises where the Leased Premises are located and PNC Bank shall have no obligation to contribute to such payment. PNC Bank shall be solely responsible for payment of any personal property taxes assessed with respect to the ATMs.
- (b) Utilities. All utility costs, including costs for electricity, gas, heat, water, and similar utility service, used in connection with the operation of the ATMs shall be paid by Landlord

9. Termination. In addition to any right of termination granted elsewhere in this Lease:

- (a) Landlord shall have the right to terminate this Lease in the event that PNC Bank shall fail to comply with any material provisions of this Agreement on its part to be performed and such failure shall continue for a period of thirty (30) days after written notice and demand for the performance by Landlord (unless such failure cannot be reasonably cured within thirty (30) days).
- (b) PNC Bank shall have the right to terminate this Lease in the event that Landlord shall fail to comply with any material provisions of this Lease on its part to be performed and such failure shall continue for a period of thirty (30) days after written notice and demand for the performance by PNC Bank (unless such failure cannot be reasonably cured within thirty (30) days).
- (c) This Lease shall terminate upon the termination of the contemporaneous Promotional and Banking Services Agreement between Grand Valley State University on behalf of Grand Valley Athletics and PNC Bank dated September 14, 2016.

10. Miscellaneous

- (a) Notice or Demands. All notices to, demands upon or requests of Landlord or PNC Bank desired or required to be given under the provisions of this Agreement shall be in writing. Any such notices, demands or requests shall be deemed to have been duly and sufficiently given if a copy thereof has been delivered in person or, if mailed by United States Registered or Certified Mail, return receipt requested, in an envelope properly stamped and addressed to Landlord or PNC Bank at their respective addresses as follows or at such other addresses as Landlord or PNC Bank may have furnished by written notice to the other:

To Landlord: **Grand Valley State University**
2053 James H. Zumberge Hall
Allendale, Michigan 49401-9403
Attn: Doug Wentworth

To PNC Bank: **PNC Bank, National Association**
ATM Group
1600 Market Street
F2-F070-09-A
Philadelphia, PA 19103

With copies to:
Manager, University Banking
The Tower at PNC Plaza
300 Fifth Avenue, 23rd Floor
Pittsburgh, PA 15222

Caroline Thomson
755 W. Big Beaver Road, Suite 1500
Troy, MI 48084

- (b) **Quiet Enjoyment.** Landlord covenants that it has the right to make this Lease and that PNC Bank, upon payments due and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and use the same for the purposes stated herein for the Term hereof.
- (c) **Surrender.** At the expiration of this Lease or upon the termination of this Lease, PNC Bank shall surrender the Leased Premises to the Landlord and, except as otherwise provided herein, PNC Bank shall remove the ATMs at its sole cost.
- (d) **Entire Agreement; Captions.** This Lease contains the entire agreement between the parties. No modification of any provision hereof shall be valid unless in writing and signed by the parties hereto. The captions, headings, and arrangements used in this Lease are for convenience only and do not in any way affect, limit, simplify, or modify the terms and provisions of this Lease.
- (e) **Successors and Assigns; Sales.** The agreements and obligations of this Lease shall be binding upon the heirs, successors and permitted assigns of the parties hereto. Any sale or other conveyance by Landlord of the premises where the Leased Premises are located, or of the business conducted by the Landlord at such premises shall be subject to this Lease and the rights of PNC Bank hereunder.
- (f) **Waiver.** It is understood and agreed that the waiver at any time of any of the terms of this Lease by either party hereto is neither a waiver as to any future default by the other nor a waiver of any other provision hereof.
- (g) **Judgments.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, PNC Bank shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon the execution of such judgment and levy thereon against the right, title, and interest of the Landlord in the Property and out of rents or other income from the Property receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title, and interest in the Property; neither Landlord nor any of the partners, beneficiaries, officers, directors, ventures, shareholders, or affiliated entities of Landlord shall be personally liable for any deficiency.
- (h) **Limited Liability of Landlord.** Landlord shall not be liable to PNC Bank for any interruptions or malfunctions in utility services when such interruptions or malfunctions are due to conditions beyond the control of Landlord, including without limitation acts of God, shortage of utilities or energy, strikes, delay of delivery, delay of carriers, fire, flood, severe weather or other similar causes.
- (i) **Removal of the ATMs and Signs.** Upon the expiration or prior termination of this Lease or upon Landlord ceasing to operate substantially all of its present business activities, PNC Bank shall remove the ATMs and all signs containing its name, logo, service marks or other

identifying characteristics. In addition, PNC Bank shall remove any and all other structures, materials and other objects installed or placed by it on the Premises, in connection with the installation or operation of the ATMs. PNC Bank shall repair any damage resulting from the removal of the ATMs and restore the Premises to the same condition as found at the time of the installation of the ATMs reasonable wear and tear and casualty damage excepted. PNC Bank shall have no obligation to do any remodeling work whatsoever in connection with the removal of any of the foregoing. PNC Bank, including without limitation its agents, employees and independent contractors, shall have full and free access to the Premises at all reasonable times as consented to by Landlord to accomplish the foregoing. PNC Bank shall, and shall cause its employees, agents and independent contractors to, use its or their best efforts to minimize, to the extent practicable, the time and area inconvenienced in accomplishing the foregoing.

- (j) **Destruction of the Premises.** If the Property becomes unfit for occupancy due to damage by weather, fire or other cause, PNC Bank or Landlord may elect to terminate this Lease as of the time when such building is made unfit for occupancy by notice to the other party within sixty (60) days after that date. If neither party terminates this Lease, Landlord shall substantially repair, restore or rehabilitate the Property within ninety (90) days after starting such repair, excluding from said period loss of time caused by delay beyond the control of Landlord or PNC Bank may elect to terminate this Lease by notice to the other party.
 - (k) **Condemnation.** If all or a substantial part of the Premises shall be taken for any public or quasi-public use by right of any statute or by right of eminent domain or by any governmental authority vested with the power of eminent domain, the term of this Lease and all rights of PNC Bank hereunder shall terminate with sixty (60) days' notice.
 - (l) **Effect on Existing and Future Relationship.** This Lease has no connection with existing banking, investment or credit relationships between Landlord and PNC Bank. All such relationships are independent hereof. All future relationships between Landlord and PNC Bank shall also be independent hereof and shall be evaluated on their own merits.
 - (m) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located.
 - (n) **Severability.** If any term, covenant or condition of this Lease shall prove to be invalid, void or illegal it shall in no way effect, impair or invalidate any other term, covenant or condition hereof and the remaining terms, covenants and conditions hereof shall nevertheless remain in full force and effect.
 - (o) **Indemnification.** Each party shall indemnify and hold the other party harmless against all costs, expenses (including, without limitation, attorneys' and legal fees), damages, regulatory fines and other liabilities associated with any demand, claim, action, suit or proceeding brought by a third party that arise out of the party's negligent acts or omissions, violation of applicable law, or material breach of this Agreement. Notwithstanding the foregoing, in no event shall either party be liable for special, consequential or incidental damages.
11. **Authority of Parties.** Each party hereto warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.
12. **ADA Compliance.** During the Term of the Lease, Landlord shall comply with the applicable provisions of the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities,

as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. Landlord's compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as Landlord may have to alter to be in compliance with the ADA.

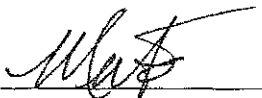
Landlord and PNC Bank have respectively signed this Lease the day and year first above written.

Grand Valley State University
("Landlord")

BY: 
Scott Richardson

Acting
Title: Vice-President for Finance and Administration

PNC Bank, National Association
("PNC Bank")

BY: 

Title: ~~Sr.~~ Vice President

Exhibit A

ATM LOCATIONS

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

Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder

Exhibit A-1

Grand Valley State University
The Kirkhof Center
1 Campus Dr.
Allendale, MI 4940

Exhibit B

A. Location of the Lake Michigan Credit Union Free Standing ATM(s) at the University:

1. GVSU Commons (Lower Level)
2. Robert Kleiner Commons (Near POD)
3. The Marketplace (Front Entrance)
4. Russel H. Kirkhof Center (South Entrance, 1st Floor)
5. Pierce Street (On Corner)
6. Richard M. DeVos Center (Plaza Area, Building C)

B. Location of Other Financial Institutions Free Standing ATM(s) at the University.

Fifth Third Bank:

1. Richard M. DeVos Center (Plaza Area, Building C)
2. Russel H. Kirkhof Center

Mercantile Bank

1. L. William Seidman Center (Main Floor Vending Area)

