

THIRD AMENDMENT TO LEASE

This Third Amendment to the Lease ("Third Amendment") is made and entered into effective as of this 20th day of April, 2015 (the "Third Amendment Effective Date"), by and between STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND ON BEHALF OF ITS CONSTITUENT INSTITUTION TOWSON UNIVERSITY (hereinafter called "Lessor" or the "Lessor"), and PNC Bank, National Association ("Lessee"). All capitalized terms used in this Third Amendment but not defined in this Third Amendment shall have the meanings ascribed to them in the Lease unless the context of the Third Amendment clearly requires otherwise.

WHEREAS, Lessor and Lessee entered into a Lease dated August 15, 2011 ("Lease"); and

WHEREAS, Lessor and Lessee have agreed to certain changes to the Lease and wish to formally memorialize the changes in this Third Amendment.

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

1. Section 5.1 of the Lease is deleted in its entirety and replaced in its entirety with a new Section 5.1 to read in its entirety as follows:

5.1. Rent. The rent due by Lessee to Lessor for the first Lease Year is thirty thousand dollars (\$30,000) per annum (two thousand five hundred dollars per month). After the first Lease Year, on the first day of each subsequent Lease Year, rent ("Rent") shall be determined by multiplying the Annual Base Rent (as defined below) by the annual average percentage change for each immediately preceding Lease Year that is printed in the "**Consumer Price Index**" or "**CPI**" which means the Consumer Price Index for All Urban Consumers, CD-MD-VA-WV (1996), when published by the Bureau of Labor Statistics of the United States Department of Labor ("**BLS**"). If the publication of the Consumer Price Index is discontinued, or unduly delayed a nationally recognized comparable index shall be substituted as mutually agreed to by the parties. The Annual Base Rent for any Lease Year shall be the Rent then in effect for the immediately preceding Lease Year.


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

2. Except as further modified by this Second Amendment, the Lease and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Second Amendment to be duly executed as of the Second Amendment Effective Date.

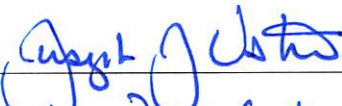
LESSEE:
PNC Bank, National Association

By:  (Seal)

^{Sr.} Nickolas Certo
Title: Vice President

Date: 4/20/15

LESSOR:
Towson University

By:  (Seal)

Title: Vice President

Date: 4/27/2015

Approved for form and legal sufficiency:

