

LEASE

THIS LEASE is made this 15th day of August, 2011, between the 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 sometimes referred to as "TU"), and PNC Bank, National Association (hereinafter called "Lessee" or the "Lessee").

Name of Lessee: PNC Bank, National Association

Address of Lessee: One PNC Plaza, 249 Fifth Avenue

City, State and Zip Code: Pittsburgh, Pennsylvania 15222

Person to contact in Lessee's office: Nickolas Certo

Phone number to contact for problems:

1. Premises:

1.1. Demised Premises. In consideration of Lessee's agreement to pay the Rent and Bonus Rent and the covenants and conditions herein contained, Lessor demises and leases unto Lessee the premises (hereinafter referred to as the ("Demised Premises")) located on the first floor of Lessor's student union building, immediately to the right of the westerly main entrance to the building, on the Towson University Campus (the "Campus"). As used herein, the "Campus" excludes Paca Hall, Tubman Hall and Millennium Hall which are currently ground-leased to third parties. The "Campus" also excludes any other portions of Lessor's real property that may be ground-leased by Lessor to third parties during the term hereof.

The Demised Premises contains 1,400 net usable square feet of space more or less, in the interior of the student union building (hereinafter, the "Building"; said Building and Campus are hereinafter collectively referred to as the "Property") to be used for the following purpose: installing, maintaining and operating a general banking business therein, including the operation of a retail branch banking office with drive-in facilities and two (2) automatic teller machines ("ATMs"), as more specifically provided in Section 9.1, and for no other purpose without the prior written consent of Lessor.

1.2. Licensed Premises. In addition, in consideration as aforesaid, Lessor shall from time to time grant Lessee licenses of premises to be used by Lessee for the provision of customer banking services by way of six (6) ATMs, which shall be governed by and in accordance with the provisions of the Master License Agreement between Lessee and the Lessor entered into contemporaneously with this Lease.

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

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

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

2. **Common Areas:**

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

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

3. **Parking Spaces:**

Lessor grants to Lessee and its invitees and licensees, for the duration of the Term (as hereinafter defined), a license to use a total of up to ten (10) unreserved parking

spaces located in Lessor's Union parking garage, for the same published rates as Lessor charges, from time to time, for its contractor parking. On the date of this Lease, that rate is between one-hundred, twenty-one dollars (\$121) and eight-hundred, twenty-five dollars (\$825) per parking space per year. Lessor reserves the right to relocate the parking area contemplated in this paragraph from time to time, to another open parking area or to a parking structure.

4. **Term:**

4.1. Length of Term. The Term (hereinafter the "Term") of the Lease is nine (9) years, ten (10) months and sixteen (16) days and commences on August 15, 2011 (the "Commencement Date") and expires on June 30, 2021 ("Termination Date") unless otherwise terminated as provided herein. The first "Lease Year" shall commence on the Commencement Date and shall end on the twelfth full calendar month following the Commencement Date; thereafter each Lease Year shall consist of successive periods of twelve calendar months. Any portion of the Term remaining on the Termination Date shall constitute the final Lease Year and the Rent (as hereinafter defined) shall be apportioned accordingly.

4.2. Option to Renew. Intentionally deleted.

5. **Rental:**

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 percentage change that is published for the December of each immediately preceding Lease Year in the "Consumer Price Index" or "CPI" which means the Consumer Price Index for All Urban Consumers, CD-MD-VA-WV (1996), published by the Bureau of Labor Statistics of the United States Department of Labor ("BLS"). If the publication of the Consumer Price Index is discontinued, a nationally recognized comparable index shall be substituted as mutually agreed to by the parties. The Annual Base Rent for any Lease Year shall be the Rent then in effect for the immediately preceding Lease Year.

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

5.2. Bonus Rent.

(a) Each January of the Term, beginning with January 1, 2012 ("Effective Date"), the parties shall conduct an annual review of Lessee's performance of the prior calendar year, with program goals stated for new student accounts for each calendar year and program goals stated for faculty and staff accounts for each calendar year (hereinafter collectively referred to as Program Goals). In the event the parties agree to extend the Term, the Program Goals and Bonus Rent (as hereinafter defined) shall be negotiated by the parties in good faith.

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

	2011	2012	2013	2014	2015	2016
Student-New Checking Accounts	2,000	2,700	2,800	2,800	2,800	2,900
Faculty & Staff -New Checking Accounts	60	180	140	150	150	160
Program Goal Total	2,060	2,880	2,940	2,950	2,950	3,060

	2017	2018	2019	2020	2021
Student-New Checking Accounts	3,100	3,400	3,700	3,700	2,000
Faculty & Staff -New Checking Accounts	160	170	170	170	60
Program Goal Total	3,260	3,570	3,870	3,870	2,060

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

<u>Year</u>	<u>Amount</u>
2011	\$80,000
2012	\$100,000
2013	\$100,000
2014	\$100,000
2015	\$120,000
2016	\$130,000
2017	\$140,000
2018	\$140,000
2019	\$155,000
2020	\$155,000
2021	\$80,000

Lessee shall also pay Lessor a one-time guaranteed signing bonus in the amount of Three

Hundred Thousand Dollars (\$300,000). The guaranteed signing bonus shall be paid not later than sixty (60) days after this Lease is fully executed. The signing bonus shall be considered "Bonus Rent".

(c) In the event the Lessor fails to achieve the Program Goals by category as stated in subsection 5(a), but achieves the total Program Goals for new accounts in any year of the Term, Lessee shall pay Lessor as set forth in this Section 5.2.

(d) Notwithstanding subsection 5.2(b), in the event that Lessor does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, Lessee will pay to Lessor for any such calendar year a minimum guaranteed Bonus Rent equal to the greater of (i) an amount equal to the Bonus Rent stated in paragraph (b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) an amount equal to two-thirds (2/3^{rds}) of the Bonus Rent stated in paragraph (b) for the applicable calendar year.

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

Exceeds Program Goals	Additional Bonus Rent
1-4.99%	0%
5-5.99%	10%
6%	11%
7%	12%
8%	13%
9%	14%
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%
15% or greater	20% Maximum

(f) The Lessor's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 5.2 for any year in which the Program Goal Total is met.

The Annual Bonus Rent will be paid no later than the fifteenth day of March of the year following the calendar year to which the payment relates.

YEAR	Due Date
2011	March 15, 2012 for 2011
2012	March 15, 2013 for 2012
2013	March 15, 2014 for 2013
2014	March 15, 2015 for 2014
2015	March 15, 2016 for 2015
2016	March 15, 2017 for 2016
2017	March 15, 2018 for 2017
2018	March 15, 2019 for 2018
2019	March 15, 2020 for 2019
2020	March 15, 2021 for 2020
2021	March 15, 2022 for 2021

Any payment other than Rent or Bonus Rent due under this Lease shall be made within thirty (30) days of the due date.

(g) Provided that Lessor can do so without violating the terms of any existing agreement to which it is a party, Lessor agrees to engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to accounts, upon the request of the account owner, ("ID Card Linking") which shall be established no later than December 31, 2014. Until such time as the ID Card Linking is implemented the Lessee will reduce the Program Goals and Bonus Rent payment by twenty-five percent (25%).

5.4. Additional Rent; Rental. Any expense or payments in addition to the Rent, including but not limited to Bonus Rent, shall be "Additional Rent" whether or not specifically referred to as Additional Rent (Rent and Additional Rent are collectively "Rental" in this Lease).

5.5. Late Charge. In the event that any monthly installment of Rent or any payment of Additional Rent shall be past due for more than five (5) days, Lessee shall pay to Lessor as Additional Rent a late charge equal to five percent (5%) of the unpaid Rental, or, if the unpaid Rental shall be past due for more than thirty (30) days, interest at the rate of fifteen percent (15%) per annum. The late charge imposed under this paragraph is not a penalty and has been agreed to by Lessor and Lessee as necessary to compensate Lessor for its additional costs associated with handling the late payment.

5.6. Security Deposit. Lessee shall post with Lessor and maintain during the Term a security deposit in the amount of two thousand (\$2,000) dollars (the "Security Deposit").

The Security Deposit shall be paid at the same time as the first month's Rent. The Security Deposit shall be held as security for Lessee's payment of Rental and performance of all of its other obligations under this Agreement. On the occurrence of an Event of Default (as hereinafter defined), Lessor shall be entitled, in its sole discretion, to

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

5.7. **Place of Payment of Rental.** Rental payment shall be payable at: Towson University, Auxiliary Services Business Office, Towson, MD 21252, or at such other place or places as may be designated from time to time by Lessor, during normal business hours and shall be due in advance on the first day of each month.

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

6. **Exclusive Rights:** Lessee shall be the only bank to which Lessor shall lease facilities on the Campus while this Lease is in effect, provided that: (a) Lessor shall not be precluded from acquiring banking services for its own institutional use from financial institutions other than Lessee; and (b) Lessor shall not be precluded from continuing the operation and maintenance on Campus of the State Employees Credit Union ("SECU") ATMs and certain non-bank brand ("Generic") ATMs for the duration of the Term, and one (1) ATM owned by Capital One, F.S.B. ("Capital One") for a period not to exceed one (1) year from the Commencement Date; the SECU, Generic and Capital One ATMs hereinafter being referred to as the Non-PNC ATMs, as further described on the attached Exhibit A, which is incorporated by reference. In the event that the existing agreements applicable to the Non-PNC ATMs are terminated, Lessor shall extend to Lessee a thirty (30) day right of refusal to provide an additional ATM, which shall be provided pursuant to the terms and conditions of the Master License Agreement. If Lessee shall choose not to provide an additional ATM, Lessor shall have the right, but not the obligation, to seek additional ATM services from another financial provider. As used in this Section 6, "bank" shall include any state or federally chartered bank, savings institution or credit union, except SECU, and Capital One, to the extent stated in the foregoing, and "banking services" shall include any and all services typically offered to the public by such institutions.

7. **No Transfers:**

7.1 **Assignments, Subleases, Mortgages.**

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

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

7.2 **Involuntary Transfers, Bankruptcy.**

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

(b) Without limiting the generality of the provision under the preceding subparagraph (a), Lessee covenants and agrees that if: (i) any proceedings under the Bankruptcy Code or any amendment thereto are commenced by or against Lessee, and, if against Lessee, said proceedings are not dismissed by either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization; (ii) Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors; (iii) a writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within forty five (45) days thereafter; or (iv) a receiver is appointed in any proceeding or action to which Lessee is a party with authority to take possession or control of the Demised Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of forty five (45) days after the appointment of the receiver; then any such event or any involuntary assignment prohibited by the provisions of the preceding subparagraph (a) shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not

otherwise, ipso facto, and without notice or entry or other action of Lessor, terminate this Lease and all rights of Lessee and any and all other persons claiming under this Lease.

8. **Alterations:**

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

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

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

(d) If the Lessor consents to any proposed alteration, addition or improvement, Lessee shall cause the same to be made (i) promptly, (ii) at its sole cost and expense, (iii) at a time and in a manner as to not interfere unreasonably with the use and enjoyment of the remainder of the Property by any other person, (iv) under written contracts with a contractor or contractors licensed to do business in the State of Maryland which conform to the requirements of this Lease, unless Lessor, in writing, has waived such a requirement, (v) only after Lessee, at its sole cost and expense has obtained any and all permits and approvals from any governmental authority having jurisdiction and has delivered copies thereof to Lessor, (vi) under the supervision of the Lessor, which supervision or inspection shall be for the sole benefit of the Lessor, and (vii) subject to any and all conditions of the Lessor included in its consent; provided, however that the Lessor's consent, supervision or inspection pursuant to paragraphs (b) and (c) shall not relieve Lessee of any obligations under this Lease or be deemed as making Lessor responsible, and Lessor shall not be responsible, for the alterations, additions or improvements.

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

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

9. **Use and Operations:**

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

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

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

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

9.5. **Repairs by Lessor.** Except as otherwise provided by Sections 8, 9.2 and 9.3., Lessor shall maintain in good order and condition the structural elements, central heating and air conditioning systems of the Building and the electrical wiring serving the

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

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

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

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

10. Utilities and Services:

10.1. Utilities. Provided that Lessee is not in default hereunder, beyond any applicable notice and/or cure periods, Lessor shall supply electricity for normal lighting, desktop office equipment and normal copying equipment, and water, heating, ventilation, air conditioning, and sewer services to the Demised Premises as are reasonably adequate for the commercial operation of the Demised Premises for the Permitted Use and for the comfortable use and occupancy of the Premises, during Banking Hours, as hereinafter defined in Section 28.6. ("Utilities and Services"). All charges for Utilities and Services are included in the Rent. Except as otherwise provided in Section 10.2. of this Lease, Lessor shall not be liable for any interruptions or failures of Utilities and Services to the Demised Premises.

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

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

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

10.4 Cleaning. Lessee may contract with a vendor to provide janitorial services for the Demised Premises. Lessee is responsible for any and all cost related to any said services.

11. **Holdover:**

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

12. **Surrender:**

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

Lessee shall remove any trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property installed in or on the Premises by Tenant at its expense and which Lessor in its reasonable discretion determines are not fixtures ("Tenant's Property"), and all alterations which Lessee is required or permitted to remove from the Demised Premises under the provisions of this Lease, and repair at its sole cost and expense any damage to the Premises caused by this removal. In the event of the Lessee's failure to so remove within fifteen (15) days, Lessor at its option may either (i) cause that property to be removed at the risk and expense of Lessee (both as to loss and damage), and Lessee hereby agrees to pay all reasonable costs and expenses incurred thereby, including sums paid to store the property elsewhere and the costs of any repairs to the Demised Premises caused by the removal of the property, or (ii) upon five (5) days' written notice to Lessee, which the parties agree is commercially reasonable, sell at public or private sale any or all of such property, whether exempt or not from sale under execution or attachment (such property being deemed charged with a lien in favor of Lessor for all sums due hereunder), with the proceeds to be applied first, to the costs and expenses of retaking, removal, storage, preparing for sale, and sale of the property (including reasonable attorney's fees), and second, to the payment of any sum due hereunder to Lessor (including Rent, charges and damages, both theretofore and thereafter accruing), or (iii) at Lessor's option, title shall pass to Lessor.

13. Compliance With Laws and Environmental Covenants:

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

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

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

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

13.5. Environmental Covenants.

(a) The Lessee shall develop, operate and maintain the Demised Premises in compliance with all applicable Environmental Laws. "Environmental Law" means any federal, state, or local law relating to air pollution, water pollution, protection of wildlife, human health or the environment, noise or odor control, or the generation, use, handling, storage, discharge, disposal or recovery of on-site or off-site Hazardous Substances or Hazardous Waste, as both hereinafter defined, or any other material that is subject to regulation as to the use, handling, storage, transportation or disposal thereof, including, without limitation, any interpretation of any of the foregoing by any court, regulatory body or other governmental authority, as well as any amendment, modification or replacement of any of the foregoing. "Environmental Law" includes, but is not limited to, the following laws, as they are amended and interpreted from time to time throughout the Term by any court, regulatory body or governmental authority, and any common law

relating to any Environmental Matter: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; (ii) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (iii) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (iv) the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; (v) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (vi) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; (vii) the Oil Pollution Act, 33 U.S.C. § 701 et seq.; (viii) the Endangered Species Act, 16 U.S.C. § 1531 et seq.; (ix) the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; (x) the Maryland Environmental Policy Act, Md. Nat. Res. Art. of the Annotated Code of Maryland § 1-301 et seq.; and (xi) all environmental protection laws and regulations enacted or adopted pursuant to the foregoing, or by or under the authority of the State.

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

“Hazardous Waste” means any of the following substances:

- (i) Any substance defined as Hazardous Waste under Section 1004 of the Solid Waste Disposal Act, 42 U.S.C. § 6903, as amended from time to time and the regulations promulgated thereunder;
- (ii) Any controlled hazardous substance defined under Section 7-201(b) of the Environment Article of the Maryland Annotated Code and the regulations promulgated thereunder; or
- (iii) Any other waste or substance of any kind whatsoever which, by reason of its composition or characteristics, is harmful, dangerous, toxic, or hazardous or is regulated under any law as to generation, storage, use, transportation or disposal.

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

(b) Throughout the Term, Lessee shall (i) not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Demised Premises or Building by Lessee or its contractors or subcontractors, or its or their agents, employees or licensees (“Agents”) without the prior written consent of Lessor, which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's

reasonable satisfaction that such Hazardous Materials are necessary or useful to Lessee's business and shall be used, kept and stored in the Demised Premises in a manner that complies with the highest standards prevailing in the industry for the storage and use of Hazardous Materials and all laws regulating any such Hazardous Materials so brought upon, used or kept in or about the Demised Premises, (ii) not cause or permit the escape, disposal or release of any Hazardous Substances (the escape, disposal or release of any Hazardous Substances caused or permitted by the Lessee or its Agents is hereinafter called a "Release") other than exhaust from the heating, ventilation and air conditioning systems, (iii) use no equipment requiring a permit to construct or operate under applicable air pollution control statutes, ordinances or regulations, (iv) not generate noise in excess of allowable limits.

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

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

14. **Continuous Operations:**

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

15. **Insurance:**

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

COMMERCIAL GENERAL LIABILITY

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

(ISO GCL 1998 Form or equivalent required)

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

BUSINESS INTERRUPTION, INCOME OR SIMILAR INSURANCE

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

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

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

The Lessee shall indemnify, defend and hold the State Parties, harmless against any and all claims, actions, damages, liability, and expense (including, but not limited to attorney's fees) which would have been covered by such insurance. The provisions of

this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the termination or expiration of the Lease.

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

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

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

16. **Taxes and Assessments:**

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

16.2. **Apportionment of Taxes.** Any Tax not directly allocable to the Demised Premises shall be prorated between the Lessor and the Lessee with the Lessee paying that portion thereof which bears the same ratio to the whole of such Tax as the square footage of the Demised Premises bears to all of the net usable square footage of the Building. All Taxes which relate to a fiscal year during which the Term shall commence or terminate shall be prorated between Lessor and Lessee.

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

17. **Casualty:**

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

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

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

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

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

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

18. **Recordation of Lease:**

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

19. **Indemnification and Waiver:**

19.1. **Indemnification.** Lessee shall defend and indemnify the State Parties, and save all of them harmless from and against any and all claims, actions, damages, liability, and expense (including, but not limited to, attorneys' fees as determined in accordance with the then current contract, if any, or other agreement between the State of Maryland and the provider of such legal services) in connection with the loss of life, bodily injury, and any and all other claims by any person or damage to property or business arising from, related to, or in connection with (a) the occupancy or use by the Lessee, or its assignee, subtenant, concessionaire, employee, or licensee, of the Demised Premises or any part of the Lessor's personal property, including but not limited to furnishings provided by the Lessor, or the Building or Property, or occasioned wholly or in part by any act or omissions of the Lessee or any assignee, subtenant, concessionaire, employee, or licensee or its or their contractors, subcontractors, or its or their agents or employees or other persons on the Demised Premises or Property, (b) any work or thing whatsoever done or not done by the Lessee on the Demised Premises or Property during the Term, (c) any breach or default by the Lessee in performing any of its obligations under the provisions of this Lease or applicable law, (d) any negligent, intentionally tortious or other act, omission, violation of law, or misconduct by the Lessee or any of its agents, contractors, servants, employees, permitted sublessees, licensees, clientele, or invitees during the Term, or (e) any injury to or death of any person or damage to any property occurring on the Demised Premises (except for any injury, death or damage caused solely by Lessor, or Lessor's employees) during the Term. Lessee shall also pay all costs,

expenses, and reasonable attorneys' fees that may be expended or incurred by Lessor in enforcing the covenants and agreements of this Lease. The provisions of this paragraph shall survive the termination or expiration of this Lease and any renewal thereof, and shall cover any acts, omissions, injury or loss that becomes apparent or manifest after the termination or expiration of the Lease.

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

20. **Default:**

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

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

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

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

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

20.2. Remedies. In the event that there is an Event of Default under the Lease as provided in this Section 20, Lessor may, at its option (i) re-enter the Demised Premises and remove all persons and property from the Premises, (ii) terminate this Lease, and/or (iii) relet the Demised Premises as the agent for the Lessee for any unexpired balance of any term of this Lease, and collect Rent and Additional Rent therefor, and in either event the Lessor shall be entitled to the benefit, without further notice (all statutory notice requirements being hereby expressly waived), of all the provisions of law for the speedy recovery of lands and tenements as against a tenant holding over now in force or which may hereafter be enacted. The Lessor may distrain, by any legal means, for any overdue installment of Rent or Additional Rent, and may enter the Demised Premises for such purpose by force if necessary without liability (which liability is hereby expressly waived). Lessor's right of distraint shall exclude cash, traveler's checks, any form of negotiable instruments, ATMs, all customer files, storage units containing customer files which shall include but not be limited to file cabinets, computers and the related hardware or software.

In the event of reletting by the Lessor, as the agent for Lessee, the reletting shall be on such terms, covenants, conditions and rent as the Lessor may deem proper, and the proceeds that may be collected from the same, less the expense of reletting (including any broker's commissions and attorneys' fees) shall be applied against the Rent to be paid by the Lessee, and the Lessee shall be liable for any balance that may be due under this Lease. No such reletting shall operate as a termination of this Lease or as a waiver or postponement of any right of the Lessor against the Lessee without a specific declaration to such effect by the Lessor. If the Lessor's right of re-entry is exercised following abandonment of the Demised Premises by the Lessee, then the Lessor may consider any Tenant's Property left on the Premises to also have been abandoned, in which case the Lessor may dispose of all such Tenant's Property in any manner the Lessor shall deem proper and is hereby relieved of all liability for doing so. Notwithstanding anything set forth in this Section to the contrary, Lessor shall attempt to mitigate its damages by using reasonable efforts to lease or license the use of the Demised Premises on terms acceptable

to Lessor. If Lessor attempts to relet or license the use of the Demised Premises, Lessor will be the sole judge as to whether or not a proposed tenant or licensee is suitable and acceptable.

21. **Right of Entry:**

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

21.2. **Entry to Make Repairs.** The Lessor also reserves the right after notice of intention to so enter (except that in the event of an emergency, no notice shall be required) to enter the Demised Premises at any time and from time to time to make such repairs, additions, or alterations or remedy any contamination as the Lessor may deem necessary for the safety, improvements, preservation, or condition thereof, or of the Property, but the Lessor assumes no obligation to do so, and the performance thereof by the Lessor shall not constitute a waiver of the Lessee's default, if any, in failing to perform the same. The Lessor shall in no event be liable for any inconvenience, disturbance, loss of business, or other damage to the Lessee by reason of the performance by Lessor of any work in, upon, above, under or outside the Demised Premises. If the Lessee shall have vacated or abandoned the Demised Premises, or in the event of an emergency, or if in any other instance after the Lessor has given notice of the Lessor's intention to enter, the Lessee or Agents shall not be personally present to permit an entry into the Demised Premises, then in any such event, Lessor and its contractors and subcontractors and its or their agents and employees may enter the same by the use of force or otherwise without rendering the Lessor liable therefor, and without in any manner affecting the Lessee's obligations under this Lease.

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

22. **Estoppel Certificates.**

22.1. **Lessee's Duty to Provide Certificate.** At any time, and from time to time, but not to exceed three (3) times per year upon the written request of Lessor or any mortgagee of Lessor ("Lessor's Mortgagee" or "Mortgagee"), Lessee, within twenty (20) days of the date of such written request, agrees to execute and deliver to Lessor and/or such Mortgagee, without charge and in a form satisfactory to the Lessor and/or such

Mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of any term of this Lease; (iii) certifying that the Lessee is in occupancy of the Demised Premises and that the Lease is in full force and effect and has not been modified, assigned, subleased, supplemented or amended except by such writings shall be stated; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by the Lessor have been satisfied and performed except as shall be stated; (v) certifying that the Lessor is not in default under this Lease and there are no defenses, set-offs, recoupments or counterclaims against the enforcement of this Lease by the Lessor, or stating the defaults, defenses, set-offs, recoupments and/or counterclaims, claimed by the Lessee; (vi) reciting the amount of advance Rent, if any, paid by the Lessee and the date to which such Rent has been paid; (vii) reciting the amount of security deposited with the Lessor, if any; and (viii) containing any other information which the Lessor or the Mortgagee shall require.

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

23. **Subordination:**

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

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

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

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

24. **Force Majeure:**

This Lease and the obligation of the Lessee to pay Rent and Additional Rent hereunder and perform all of the other covenants and agreements hereunder on the part of the Lessee to be performed shall not be affected, impaired, or excused because the Lessor is unable to fulfill any of its obligations under this Lease or is unable to supply, or is delayed in supplying, any service to be supplied by it under the terms of this Lease, or is unable to make, or is delayed in making, any repairs, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, and equipment or fixtures, if the Lessor is prevented or delayed or otherwise hindered from doing so by reason of any outside cause beyond the Lessor's control, including, without limitation, acts of God; fire; earthquake; flood; explosion; action of the elements; declared or undeclared war; riots;

civil disturbances; inability to procure or a general shortage of labor, equipment, energy, materials or supplies in the open market; breakage or accident to machinery; partial or entire failure of Utilities and Services; failure of transportation: strikes; lockouts; action of labor unions; condemnation; injunction; court order or decree; governmental preemption; any rule, order, or regulation of any department or subdivision of any government agency; or the conditions of supply and demand which have been or are affected by war or other emergency. Nothing contained in this Section shall be deemed to impose any obligation on Lessor not expressly imposed by other provisions of this Lease.

25. **Accord and Satisfaction:**

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

26. **Miscellaneous:**

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

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

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

26.4. **Transfer of Lessor's Interests.** Lessor may transfer all or part of its interest in the Demised Premises and this Lease without the consent of the Lessee, at any time and from time to time. If the Lessor transfers its estate in the Demised Premises, or if the Lessor further leases the Demised Premises subject to this Lease, then the Lessor shall be relieved of all obligations of the Lessor thereafter arising expressed in this Lease or implied by law; provided that, the assignee or transferee of Lessor's interest assumes, in

writing, all of the obligations of Lessor under this Lease. The Lessor and its successors or assigns shall be relieved of their obligation to refund the Security Deposit and other similar funds to the Lessee which they have received from the Lessee or a predecessor Lessor to the extent they transfer such amount to their respective transferees.

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

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

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

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

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

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

(c) The Lessor shall grant the Lessee the following rights:

- To provide on-campus tabling, promotions, giveaways, etc. at Lessor events such as freshman orientations at which outside vendors are allowed.
- Access to common areas for tabling events throughout the year as mutually agreed upon.

- Lessor shall not object to Lessee setting up on-campus Financial Literacy Programs and seminars, provided that Lessee shall abide by Lessee's policies, rules and regulations. Participation in annual employee events such as Employee Appreciation Days, Benefits Fairs, etc at which outside vendors are allowed.
- Web link on Lessor's student website to a customized site at www.pnc/tu, pursuant to a separate Web Linking Agreement, **Exhibit B**, which is attached hereto and incorporated herein by this reference.

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

28. **Standard State Provisions:**

28.1. Representations and Warranties.

The Lessee hereby represents and warrants that:

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

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

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

As a condition of entering into this Lease, Lessee represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under

Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessee may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessee retaliate against any person for reporting instances of such discrimination. Lessee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessee understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease (after notice and opportunity to cure), disqualification of Lessee from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. As a condition of entering into this Lease, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Lessee under Title 19 of the State Finance and Procurement Article, as amended from time to time, Lessee agrees to: provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Lessee has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. Lessee further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. Lessee understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in Lease termination, disqualification by the State from participating in State contracts, and other sanctions.

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

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

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

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

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

New Year's Day, (January)

Martin Luther King, Jr. Day, (January)

Presidents' Day, (February)

Memorial Day, (May)

Independence Day, (July)

Labor Day, (September)

Columbus Day, (October)

Veterans Day, (November)

Thanksgiving Day, (November)

Christmas Day, (December)

28.7. **Compliance With Election Laws.** The Lessee shall comply with the provisions of **MD. CODE ANN. STATE FIN. & PROC. § 13-218(A)(7) and MD. CODE ANN. ELEC. LAW § 14-104 et seq.**, which requires that every person that enters into contract, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a

candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

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

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

29. **Survival of Obligations:**

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

30. **Complete Agreement:**

This Lease and the Master License Agreement ("ATM Agreement") of even date between the parties represent the complete understanding between the parties hereto as to the lease of the Demised Premises, and supersede all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in the

provisions of this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representations made by anyone concerning this Lease which is not set forth herein. This Lease may be amended only in a writing executed by both parties.

31. **No Joint Venture:**

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

32. **Binding Agreement:**

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

33. **Severability:**

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

34. **Quiet Enjoyment:**

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

35. **Remedies Cumulative:**

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

36. **Waiver of Jury Trial:**

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

37. **Lease Guaranty:**

Intentionally omitted.

38. **Counterparts and Facsimile Execution:**

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

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

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

40. **Construction:**

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

41. **Notices:**

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

To Lessee:

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

With a copy to:

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

To Lessor:

Vice President for Administration and Finance
Towson University
8000 York Road
Towson, MD 21252

With copies to:

Office of the University Counsel
Towson University
8000 York Road
Towson, MD 21252

Office of the Attorney General
200 Saint Paul Place
Baltimore, Maryland 21202

Attention: Chief, Educational Affairs Division

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

42. **Section Headings:**

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

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

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

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

LESSEE:

PNC Bank, National Association

By: Nickolas Certo (Seal)

Type Name Here

Title: Senior Vice President

Date: 9-9-2011

LESSOR:

Towson University

By: James P. Sheehan (Seal)

Type Name Here

Title: Vice President for
Administration and Finance and
CFO

Date: 9/15/11

APPROVED FOR FORM AND LEGAL SUFFICIENCY FOR LESSOR

THIS 19th DAY OF September, 2011

Morenike Euba Oyenusi

MORENIKE EUBA OYENUSI, ASSISTANT ATTORNEY GENERAL

EXHIBIT A
NON-PNC ATMs

1. During the Term of the Lease the State Employee Credit Union ("SECU") ATMs will remain, pursuant to Section 6 of the Lease, at the following current locations:

University Union.

2. During the first Lease Year the Capital One ATM will remain, pursuant to Section 6 of the Lease, at the following current location:

University Union

3. During the Term of the Lease, the Generic ATMs will remain, pursuant to Section 6 of the Lease, at the following current locations:

Marriott Conference Hotel

7800 York Road (leased space by Bateman's Restaurant)

FIRST AMENDMENT TO LEASE

This First Amendment to the Lease ("First Amendment") is made and entered into effective as of this 9th day of September 2013, (the "First 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 First Amendment but not defined in this First Amendment shall have the meanings ascribed to them in the Lease unless the context of the First 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 First Amendment.

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

1. Section 5.2 of the Lease is deleted in its entirety and replaced in its entirety with a new Section 5.2 to read in its entirety as follows:

(a) Each January of the Term, beginning with January 2014, the parties shall conduct an annual review of Lessee's performance of the prior calendar year, with program goals stated for new student accounts for each calendar year and program goals stated for faculty and staff accounts for each calendar year (hereinafter collectively referred to as Program Goals"). In the event the parties agree to extend the Term, the Program Goals and Bonus Rent (as hereinafter defined) shall be negotiated by the parties in good faith.

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

	2013	2014	2015	2016
Student-New Checking Accounts	2,800	2,332	2,332	2,416
Faculty & Staff -New Checking Accounts	140	125	125	133
Program Goal Total	2,940	2,457	2,457	2,549

	2017	2018	2019	2020	2021
Student-New Checking Accounts	2,582	2,832	3,082	3,082	1,666

Faculty & Staff -New Checking Accounts	133	142	142	142	50
Program Goal Total	2,716	2,974	3,224	3,224	1,716

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

<u>Year</u>	<u>Amount</u>
2013	\$100,000
2014	\$83,330
2015	\$99,996
2016	\$108,329
2017	\$116,662
2018	\$116,662
2019	\$129,162
2020	\$129,162
2021	\$66,664

(c) In the event the Lessor fails to achieve the Program Goals by category as stated in subsection 5(a), but achieves the total Program Goals for new accounts in any year of the Term, Lessee shall pay Lessor as set forth in this Section 5.2.

(d) Notwithstanding subsection 5.2(b), in the event that Lessor does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, Lessee will pay to Lessor for any such calendar year a minimum guaranteed Bonus Rent equal to the greater of (i) an amount equal to the Bonus Rent stated in paragraph (b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) an amount equal to fifty percent (50%) of the Bonus Rent stated in paragraph (b) for the applicable calendar year.

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

Exceeds Program Goals	Additional Bonus Rent
1-4.99%	0%
5-5.99%	10%
6%	11%
7%	12%
8%	13%
9%	14%
10%	15%

11%	16%
12%	17%
13%	18%
14%	19%
15% or greater	20% Maximum

(f) The Lessor's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 5.2 for any year in which the Program Goal Total is met.

The Annual Bonus Rent will be paid no later than the first day of March of the year following the calendar year to which the payment relates.

YEAR	Due Date
2013	March 1, 2014 for 2013
2014	March 1, 2015 for 2014
2015	March 1, 2016 for 2015
2016	March 1, 2017 for 2016
2017	March 1, 2018 for 2017
2018	March 1, 2019 for 2018
2019	March 1, 2020 for 2019
2020	March 1, 2021 for 2020
2021	March 1, 2022 for 2021

Any payment other than Rent or Bonus Rent due under this Lease shall be made within thirty (30) days of the due date.

(g) Provided that Lessor can do so without violating the terms of any existing agreement to which it is a party, Lessor agrees to engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to accounts, upon the request of the account owner, ("ID Card Linking") which shall be established no later than December 31, 2014. Until such time as the ID Card Linking is implemented the Lessee will reduce the Program Goals and Bonus Rent payment by twenty-five percent (25%).

2. Section 6 of the Agreement is deleted in its entirety and replaced in its entirety with a new Section 6 to read in its entirety as follows:

"6. **Exclusive Rights:** Subject to Section 6(e) below, Lessee shall be the only bank to which Lessor shall lease facilities on the Campus while this Lease is in effect, provided that:

(a) Lessor shall not be precluded from acquiring banking services for its own institutional use from financial institutions other than Lessee.

(b) Lessor shall not be precluded from allowing:

(1) The State Employees Credit Union of Maryland, Incorporated ("SECU") from continuing to operate and maintain on Campus one (1) full service ATM for the duration of the Term. Effective as of the First Amendment Effective Date, SECU may install, operate and maintain two (2) additional full service ATMs. The three (3) SECU ATM locations are

hereinafter referred to as the "Non-PNC ATMs", as further described on the attached Revised Exhibit A, which is incorporated by reference. In the event that the existing agreements, agreements entered into with respect to Lessor's naming rights agreement with SECU, and/or any renewals of any such agreements applicable to the SECU ATMs are terminated, Lessor shall extend to Lessee a thirty (30) day right of refusal to provide an additional ATM on the Campus, which shall be provided pursuant to the terms and conditions of the Master License Agreement. If Lessee shall choose not to provide an additional ATM, Lessor shall have the right, but not the obligation, to seek additional ATM services from another financial provider. As used in this Section 6, "bank" shall include any state or federally chartered bank, savings institution or credit union, except SECU, to the extent stated in the foregoing, and "banking services" shall include any and all services typically offered to the public by such institutions.

(2) Intentionally omitted.

(3) SECU to establish an "Information Center" which shall be staffed with no more than one (1) SECU employee during all Information Center hours of operation. The Information Center shall mean approximately, but no more than, three hundred (300) square feet of space on the first floor of West Village Commons as more particularly shown on the floor plan attached hereto as Schedule A. The Information Center will not conduct financial transactions but will distribute information about credit unions, answer questions about SECU membership eligibility, and take personal information from interested students/faculty to register them for membership.

(c) Inter-Collegiate Athletic Program Sponsorships: Nothing in the Lease shall prohibit the Lessor from entering into a sponsorship agreement with another bank or financial institution for the purpose of supporting the Lessor's inter-collegiate athletic programs, including but not limited to entering into naming rights agreements for inter-collegiate athletic venues (including, but not limited to, the stadium, the Towson Center, the baseball field, the swimming/diving pools(s), soccer fields and any newly constructed intercollegiate athletic venue), installing another bank or financial institution's ATMs in or at inter-collegiate athletic venues, and/or distributing print materials describing the services offered by another bank or financial institution at inter-collegiate athletic venues.

(d) Lessor and Lessee agree that should Lessor grant to any other bank or financial institution including SECU, any of the rights granted to Lessee under Section 27 of the Lease:

(1) Lessee shall be the first to select from available on-campus locations for tabling events during all events described in section 27(c) of the Lease at which the other banks or financial institutions are permitted; provided, however, that Lessee must make its selection within a reasonable time, not to exceed three (3) days, after Lessor notifies Lessee of the event.

(2) If any other bank or financial institution including SECU is allowed to implement a direct mail, e mail or other similar marketing campaign used by the Lessee, Lessor will not send any such mailings to implement that bank or financial institution's marketing campaign prior to or at the same time as it sends any such mailings to implements Lessee's marketing campaign.

(e) Lessor shall provide written notice to Lessee no more than five (5) days after Lessor commences negotiations to provide dedicated space on Campus to any bank or financial institution other than SECU, or any successor to SECU, for the purpose of providing access to

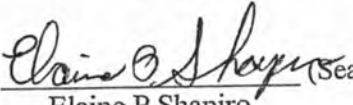
financial services, which shall include marketing, and offering or supporting financial transactions and services, including offices, booths, counters, or kiosks or two-way video devices devoted solely to electronic connections to such bank's sales and/or customer service personnel. Lessee may require that both Lessor and Lessee shall renegotiate this Lease in good faith, by sending written notice to Lessor, within five (5) days from receipt of Lessor's notice. Lessor and Lessee shall have ninety (90) days to renegotiate this Lease in good faith following Lessor's receipt of Lessee's written notice. For purposes of this section, financial transactions and services includes taking applications for or opening of deposit accounts, deposits or withdrawals from savings and checking accounts; granting or paying installment loans and/or revolving loans; paying credit or paying credit on credit cards, charge cards and/or debit cards, excluding the University's One Card.

3. Except as further modified by this First 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.

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

LESSEE:

PNC Bank, National Association

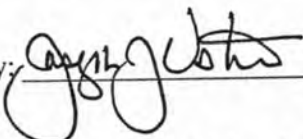
By:  (Seal)
Elaine P Shapiro

Title: Vice President

Date: Sept 9, 2013

LESSOR:

Towson University

By:  (Seal)

Title: Vice President, Administration and Finance
and Chief Fiscal Officer

Date: 9/12/13

Approved for form and legal sufficiency:



Morenike Oyenusi, Assistant Attorney General

SECOND AMENDMENT TO LEASE

This Second Amendment to the Lease ("Second Amendment") is made and entered into effective as of this 16th day of January, 2015, (the "Second 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 Second Amendment but not defined in this Second Amendment shall have the meanings ascribed to them in the Lease unless the context of the Second Amendment clearly requires otherwise.

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

WHEREAS, Lessor and Lessee entered into a First Amendment to Lease dated as of September 9, 2013 ("First Amendment. The Original Lease as amended by the First Amendment is hereafter referred to as the Lease"); and

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

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

1. Section 5.2 of the Lease is deleted in its entirety and replaced in its entirety with a new Section 5.2 to read in its entirety as follows:

(a) Each January of the Term, beginning with January 2015, the parties shall conduct an annual review of Lessee's performance of the prior calendar year, with program goals stated for new student accounts for each calendar year and program goals stated for faculty and staff accounts for each calendar year (hereinafter collectively referred to as "Program Goals"). In the event the parties agree to extend the Term, the Program Goals and Bonus Rent (as hereinafter defined) shall be negotiated by the parties in good faith.

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

	2014	2015	2016	2017
Student-New Checking Accounts	2,332	2,332	2,416	2,582
Faculty & Staff - New Checking Accounts	125	125	133	133
Program Goal Total	2,457	2,457	2,549	2,715

	2018	2019	2020	2021
Student-New Checking Accounts	2,832	3,082	3,082	1,666

Faculty & Staff - New	142	142	142	50
Program Goal Total	2,974	3,224	3,224	1,716

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

<u>Year</u>	<u>Amount</u>
2014	\$83,330
2015	\$74,997
2016	\$81,247
2017	\$87,497
2018	\$116,662
2019	\$129,162
2020	\$129,162
2021	\$66,664

(c) In the event the Lessor fails to achieve the Program Goals by category as stated in subsection 5(a), but achieves the total Program Goals for new accounts in any year of the Term, Lessee shall pay Lessor as set forth in this Section 5.2.

(d) Notwithstanding subsection 5.2(b), in the event that Lessor does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, Lessee will pay to Lessor for any such calendar year a minimum guaranteed Bonus Rent equal to the greater of (i) an amount equal to the Bonus Rent stated in paragraph (b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) an amount equal to fifty percent (50%) of the Bonus Rent stated in paragraph (b) in 2014, 2018-2021 and 33 1/3% in years 2015-2017.

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

Exceeds Program Goals	Additional Bonus Rent
Percentage Program Goal Total is Exceeded	0%
1% to 4.99%	0%
5% - 5.99%	13%
6% - 6.9%	15%
7% - 7.9%	16%
8% - 8.9%	17%
9% - 9.9%	19%
10% - 10.9%	20%

11% - 11.99%	21%
12% - 12.99%	23%
13% - 13.99%	24%
14% - 14.99	25%
Percentage Program Goal Total is Exceeded	25% Maximum

(f) The Lessor's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 5.2 for any year in which the Program Goal Total is met.

The Annual Bonus Rent will be paid no later than the First Day of March of the year following the calendar year to which the payment relates.

YEAR	Due Date
2014	March 1, 2015 for 2014
2015	March 1, 2016 for 2015
2016	March 1, 2017 for 2016
2017	March 1, 2018 for 2017
2018	March 1, 2019 for 2018
2019	March 1, 2020 for 2019
2020	March 1, 2021 for 2020
2021	March 1, 2022 for 2021

Any payment other than Rent or Bonus Rent due under this Lease shall be made within thirty (30) days of the due date.

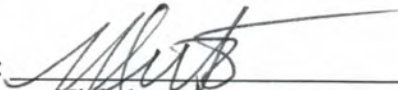
(g) Provided that Lessor can do so without violating the terms of any existing agreement to which it is a party, Lessor agrees to engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to accounts, upon the request of the account owner, ("ID Card Linking"). Until such time as the ID Card Linking program is implemented the Lessee will reduce the Program Goals as described in Section 5(b) herein.

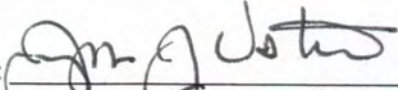
2. Except as further modified by this Second Amendment, the Lease and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

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

LESSOR:
Towson University


By:  (Seal)
Nickolas Certo
Title: Vice President

By:  (Seal)
Type name here Joseph J. Ostar
Title: Vice President A&F

Date: 1/16/15

Date: 1/21/2015

Approved for form and legal sufficiency:


Assistant Attorney General