

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("Agreement") is effective as of the 1st day of May, 2016, ("Effective Date"), and entered into by and between JMIS Kentucky, LLC limited liability company organized and operated under the laws of the Commonwealth of Kentucky, having offices at 546 East Main Street, Lexington, Kentucky, ("JMI"), and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

WHEREAS, JMI has entered into an exclusive marketing agreement with the University that authorizes JMI to, among other things select and contract with one financial institution that shall be authorized to exclusively market and promote said financial institution's products and services to Constituents, (the "University Marketing Agreement"), as defined herein.

WHEREAS, PNC Bank desires to have exclusive promotional and marketing rights as set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the PNC Bank and JMI do mutually agree as follows:

1. DEFINITIONS

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

- (a) "Account" shall mean any new Constituent personal checking account.
- (b) "Accountholder" shall mean a consumer that has a PNC Bank checking account.
- (c) "Affiliate" shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with PNC Bank or JMI; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 50% of the equity of the entity.
- (d) "Automated Teller Machine" or "ATM" shall mean an electronic terminal, together with such wiring, connections and hook-ups necessary to connect it to the STAR® or other appropriate network, that may perform one or more banking functions on behalf of customers, including, without limitation, dispensing cash, accepting deposits, making transfers between accounts and giving account balances.
- (e) "Constituents" shall mean University's students, faculty, and staff collectively.
- (f) "Financial Services" shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.
- (g) "Force Majeure" shall have the meaning given that term in Section 18 below.
- (h) "New Student List" shall mean an annual list of newly enrolled incoming first-year undergraduate and graduate students at the University who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy. This list shall be used by JMI to mail PNC Bank's Program materials in advance of the new student moving onto campus. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement.

(i) "PNC Bank Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by PNC Bank, as set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

(j) "Preferred Provider" shall mean PNC Bank is the only financial institution to which JMI will extend any of the Promotional Rights set forth in Section 3 of this Agreement related to the University with respect to the Financial Services.

(k) "Program" shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder as further described in Section 7(b) below.

(l) "Student List" shall mean a list of currently enrolled undergraduate and graduate students at the University. This list shall be used by JMI, at the beginning of the first year of this Agreement, to mail PNC Bank's Program material. The Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement, the Student List shall only include those undergraduate and graduate students who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy.

(m) "University" shall mean the University of Kentucky, a public institution of higher learning located in Lexington Kentucky. For all matters pertaining to this Agreement, University shall not include the University of Kentucky Hospitals or other departments or divisions of the University of Kentucky doing business as "UK HealthCare", the Athletic Department of the University of Kentucky, any facilities that are used or operated by the Athletic Department of the University of Kentucky or any facilities that are used or operated by the Bluegrass Community and Technical College.

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

(o) "Weblinking" shall have the meaning set forth on **Exhibit F** attached hereto and incorporated herein by this reference.

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on June 30, 2031, ("Term"), unless sooner terminated as otherwise provided herein.

3. GRANT OF PROMOTIONAL RIGHTS

In consideration of the payment as specified in Section 6 of this Agreement, JMI on behalf of the University shall:

(a) Work in good faith to generally support the Program as follows:

(i) Promote the availability of the Program to the Constituents as mutually agreed with PNC Bank.

(ii) Permit PNC Bank the right to market the Program and Financial Services as University's Preferred Provider, to Constituents;

(iii) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as the University's Preferred Provider that explains the Program, which letter shall be subject to University's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed;

(iv) Designate PNC Bank as the only entity permitted to issue a University of Kentucky Co-Branded Visa Debit Card to PNC deposit accountholders;

(v) Designate PNC Bank as the only entity permitted to link the Constituent ID Cards to deposit accounts;

(vi) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University's vendors; and

(vii) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.

(b) Make available the following marketing rights for the Program:

(i) Students:

1. Mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement
2. Permitting on-campus access including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc.
3. Permitting only PNC Bank to conduct direct mailings to the University or home addresses to the New Student List prior to the beginning of each school year, provided that such mailings comply with applicable law and University policies and procedures
4. Permitting semi-annual mailings by PNC Bank to the Student List, provided that such mailing comply with applicable law and University policies and procedures.
5. Permitting only PNC Bank to publish, advertise or otherwise promote on the Kentucky campuses any monetary or non-monetary inducements to students to open an Account.
6. Permitting PNC Bank to sponsor on campus promotions, giveaways, etc. provided such events are (i) in compliance with applicable laws, (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space and (iv) access to the University at no cost to PNC Bank. Permitting the distribution by PNC Bank of Program communications, via distributions methods, including electronic communications, as approved by JMI, (which Program communications bearing University Marks shall be approved in writing in advance by JMI, and such approval shall not be unreasonably withheld, conditioned or delayed), provided that such communications comply with applicable law and University policies and procedures
7. Providing PNC Bank preferred access to common areas for mutually-agreed upon tabling events throughout the year at no cost to PNC Bank.
8. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by JMI and at no cost to PNC Bank.
9. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
10. Supporting agreed-upon student events to be sponsored by PNC Bank
11. Providing a web link from University's key student web areas on the University's web site to a customized site at www.pnc.com/uk
12. Permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of

mutually agreed upon Program communications approved by the University Marks in writing in advance (which approval shall not be unreasonably withheld, conditioned or delayed), provided such communications are in compliance with applicable law and University policies and procedures.

(ii) Faculty/Staff:

1. Permitting distribution of materials to University employees and faculty by PNC Bank at new hire orientations, either by PNC Bank employees or the University.
2. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws, (ii) are limited to locations designated by the University for such activities, (iii) are scheduled through the normal University process for reserving space and (iv) access to the University at no cost to PNC Bank.
3. Permitting on-campus tabling by PNC Bank, at no cost, at University events including but not limited to benefit-related fairs via tabling, and new hires.
4. Facilitating semi-annual mailings by PNC Bank to faculty and staff to addresses provided by the University, provided that such mailings are in compliance with applicable law and University policies and procedures.
5. Endorsing PNC Bank's presenting agreed-upon on-campus financial seminars from time to time with individual University departments, provided that such seminars do not include promotion of retirement investment advising services for investments within University's employee retirement plans.
6. Permitting the distribution by PNC Bank of Program communications, via distribution methods, including electronic communications, as approved by JMI, (which Program communications bearing University Marks shall be approved in writing in advance by JMI, and such approval shall not be unreasonably withheld, conditioned or delayed), provided that such communications are in compliance with applicable law and University policies and procedures.
7. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings
8. Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed, provided that such communications are in compliance with applicable law and University policies and procedures.
9. Advertising by PNC Bank in University publications and mailings at agreed-upon fees
10. Providing a Web link from University's Human Resources web site and other key areas on the University's web site to a customized site at www.pnc.com/uk

(c) Permit PNC Bank's use of the University's name and the University Marks when marketing the Program or use of the University Marks in press releases publicizing the Program. In addition, permit PNC Bank's exclusive use of the term Official Bank of the University of Kentucky. Marketing may include, by example and not limitation, proposals and presentations to other potential clients;

(d) Grant PNC Bank ATM deployment privileges on the campus of the University for a minimum of seven (7) ATMs as of the Effective Date. One (1) of the ATMs shall be located in the Program Office, and the grant and privileges associated with such ATMs shall be governed by and in accordance with the provisions of the terms and conditions of that certain Lease Agreement between PNC Bank and University, which is attached hereto as **Exhibit B**, (the "Lease"), and incorporated herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

Notwithstanding the foregoing, it is expressly understood and agreed by the parties that as of the Effective Date, University of Kentucky Federal Credit Union (the "Credit Union") owns and operates two (2) ATM's and a branch office on the University's campus. The Credit Union ATM and/or branch office may remain during the Term of the Agreement, except in the event the ATM or branch lease agreements applicable to these Credit Union ATMs or branch office are terminated. Notwithstanding the foregoing, the parties acknowledge the current branch office and ATM of the Credit Union that are located on University property are temporary locations; therefore, the Credit Union may move its current temporary branch office and ATM to a new location on University property, so long as neither are located on the first floor of the new student center (but the ATM may be installed at the location of the bank of ATM's that is contemplated outside of the new student center). The University shall not offer the former Credit Union ATM and/or branch locations to any other financial institutions. The current location of the Credit Union ATM and/or branch office is set forth on **Exhibit C**, which is attached hereto and incorporated herein; provided that, the parties acknowledge that the Credit Union moving its branch and ATM from its current temporary location to a new location as provided above shall not be deemed a breach of this Agreement.

The parties further acknowledge that the University is currently in the process of terminating lease agreements for certain ATM locations with BB&T (located at Bowman's Den), US Bank (located at Bowman's Den) and the Credit Union (located at Kirwin Building) and that these ATM's at these locations during the applicable notice period under their respective lease agreements shall not be deemed to violate any of the terms of this Agreement.

(e) Acknowledge PNC Bank's option to impose a surcharge for the use of its ATM(s), the surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Commonwealth of Kentucky. In the event the branch ATM surcharge is increased in the Commonwealth of Kentucky, then the surcharge applicable to the ATMs hereunder shall also increase. In no event will PNC Bank impose a surcharge hereunder that is applicable only to the Constituents. Notwithstanding the foregoing, PNC Bank will not impose a surcharge for the use of its ATM(s) that may result in a violation of the CM Regulation; and

(f) Prohibit any other party, including but not limited to a financial institution, from establishing and/or operating a manned branch on campus, or providing ATMs other than as set forth in Section 3(d) above.

(g) Provide a location, subject to the approval of PNC Bank, in the University's Student Center suitable for construction and operation of a Financial Services Office which will be no less than six hundred forty-five (645) square feet. Such Financial Services Office shall be governed by and in accordance with the provisions of a Lease agreement between PNC Bank and JMI entered into contemporaneously with this Agreement, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

(h) For purposes of implementing the University ID Card-Linking, the University will be required to meet certain requirements pertaining to the design and encoding of the University ID Card. JMI will ensure the following elements will be provided when configuring the University ID Card:

- Encoding of track 2 of the magnetic stripe on the back of the University ID Card
- A disclosure statement printed on the back of the card to read as follows, "ATM function requires a linked PNC Bank deposit account"

- Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank
- Displaying the issued card number on the front of the University ID Card

Notwithstanding anything to the contrary contained in this Agreement, JMI's ability to provide any information to PNC Bank is subject to and conditioned upon the University's and JMI's compliance with the applicable provisions of the Family Education Rights in Privacy Act (FERPA), other applicable laws and regulations, and University's policies and procedures. Except for the files contemplated with respect to the linking service, JMI shall not be obligated to provide any information to PNC Bank, on behalf of the University, which would require University to obtain the relevant individual's written consent prior to doing so. JMI's ability to provide information to PNC Bank is also subject to and conditioned upon PNC Bank's compliance with all applicable federal and state security and privacy laws, including but not limited to Gramm-Leach-Bliley Act and Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933.

4. OBLIGATIONS OF PNC BANK:

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

- (a) Offer the Program to Constituents;
- (b) Market the Program, which shall include, among other things:
 - At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
 - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 3 above;
 - At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of JMI which shall not be unreasonably withheld, conditioned or delayed;
 - Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Check Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
 - At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;
 - Linking the University ID card to Accounts;
 - Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
 - Providing JMI with a quarterly report of new Accounts opened, ATM activity and card transaction activity with de-identified, aggregated data;
 - Provide to JMI an amount set forth in this Agreement, towards the initial cost of re-carding the campus, (the "Re-Carding Allowance"), upon the launch of a project to implement the service. JMI in its discretion shall forward the Re-Carding Allowance to the University; and
 - Collaborate with JMI to develop educational programs geared towards developing student financial awareness and responsibility.

- From time to time, PNC Bank will make available to University students information about PNC Bank student internship programs and employment recruiting programs.

(c) Establish and operate the Financial Services office at a mutually acceptable site in the Student Center no later than May 31, 2018, pursuant to the terms and conditions of a lease substantially in the form which is attached hereto and incorporated herein as **Exhibit B**.

(d) Provide one (1) on-site financial services consultant in the office to assist Constituents with routine customer service matters such as account questions, new account requests, service transactions and account maintenance.

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

5. JOINT OBLIGATIONS:

(a) The parties agree that they shall:

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

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

(iii) 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;

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

(b) Engage in good faith discussions resulting in the design and issuance of a co-branded Visa® Debit Card. Each party will assume responsibility for its own cost to invest in the exploration of this initiative with employee time, information gathering and data development.

(i) PNC shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Accountholder. Neither JMI nor University may issue a co-branded debit card issued by any other provider during the Term of this Agreement.

(c) JMI and PNC Bank agree that JMI shall use commercially reasonable efforts to provide 120 days advanced written notice to PNC Bank prior to the termination of the University Marketing Agreement.

(i) JMI on behalf of University agrees that PNC Bank shall continue to provide the services set forth in this Agreement pursuant to a written assumption agreement detailing the obligations hereunder by JMI's successor in interest to University Marketing Agreement. This section 5(c)(i) shall survive termination of this agreement.

(d) JMI and PNC Bank understand that during the Term of the Agreement various provisions of the CM Regulation shall be implemented. In anticipation of the University's compliance obligations the

parties agree to the provisions as set forth on **Exhibit G**, (“Cash Management Agreement”), which is attached hereto and incorporated herein. If any of the provisions of this Agreement are prohibited by the CM Regulation, the parties shall attempt in good faith to amend this Agreement as may be required by the University for its compliance with the CM Regulation.

6. FEES:

(a) Signing Bonus:

- (i) PNC Bank shall pay JMI a one-time guaranteed Signing Bonus in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00). The guaranteed Signing Bonus shall be paid not later than thirty (30) days after this Agreement is fully executed.
- (ii) JMI shall repay to PNC Bank a certain percentage of the Signing Bonus, described above, should the Agreement be cancelled for any reason prior to December 31, 2018 other than a default by PNC Bank. The percentage paid by the JMI shall be in accordance with the repayment chart set forth below.

Year Agreement Terminated	Signing Bonus Repayment Percentage
2016	100%
2017	50%
2018	25%

(a) PNC Bank will pay certain fees to JMI for: (i) marketing rights to Constituents; (ii) the placement of ATMs on campus; (iii) on campus branch exclusivity; (iv) the initiation of ID Card Linking; (v) the use of the University Marks; (vi) and access to University events under this Agreement as follows:

(i) **Re-Carding Allowance.** PNC Bank will pay to JMI One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) upon commencement of the ID Card Linking project. JMI agrees to forward the Re-Carding Allowance to the University within fifteen (15) days after receiving the Re-Carding Allowance from PNC Bank.

(ii) **Annual Promotional Payment.** PNC Bank shall pay to JMI, each year during the Term of this Agreement, an annual payment in the amount as displayed below:

Year Ended June 30	Annual Promotional Payment
2017	\$450,000
2018	\$450,000
2019	\$450,000
2020	\$450,000
2021	\$450,000
2022	\$575,000
2023	\$575,000
2024	\$575,000
2025	\$575,000
2026	\$575,000

2027	\$645,000
2028	\$645,000
2029	\$645,000
2030	\$645,000
2031	\$645,000
Total	\$8,350,000

- a. The Annual Promotional Payment, for year ended June 30, 2017 of the Term, shall be paid by PNC Bank to JMI in quarterly installments in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00). Payments shall be made within sixty (60) days from the end of each respective quarter of the calendar year.
- b. The Annual Promotional Payment, for years ended June 30, 2018 through 2031 of the Term, shall be on the first day of June of each succeeding year thereafter. The Annual Royalty Payment shall be deemed earned when paid, and shall not be subject to any refund based on the number of actual Accounts opened by Constituents during any year of the Term.

(iii) Other Program. The parties agree that a portion of the Annual Promotional Payment must be allocated to support the *UK Student Wellness Center Peer Education & Coaching Program*, (the "Other Program"). Seventy-Five Thousand Dollars (\$75,000.00) per year will be allocated for a period not to exceed the Term of the Agreement.

Should the University seek to eliminate or reduce the Other Program, JMI may offer PNC another program as a substitute and PNC Bank will work in good faith with JMI to develop an acceptable substitute program geared towards the financial education of university students, ("Alternate Program"). If the University cancels the Other Program prior the termination of this Agreement and no Alternate Program is agreed upon PNC Bank shall reduce the Annual Promotional Payment by \$75,000.00.

(b) Right to Renegotiate Agreement. PNC Bank will conduct a Program assessment at the end of calendar years 5 and 10 to determine the average number of student and WorkPlace accounts opened in each of the preceding two years (calendar years 4 and 5; calendar years 9 and 10).

- (i) If the number of accounts opened is less than 90% of 2,727, PNC Bank will have the right to notify JMI that it wishes to renegotiate the contract.
- (ii) If the number of accounts opened is more than 110% of 2,727 then JMI will have the right to notify PNC Bank that is wishes to renegotiate the contract.
- (iii) Both parties will negotiate in good faith for a period of no more than sixty (60) days from the date of either party's notification. If the parties cannot agree upon renegotiated terms within sixty (60) days, then the party which gave notice has the right to terminate the Agreement upon ninety (90) days written notice to the other party provided that such party provides such notice no later than fifteen (15) days after expiration of the sixty-day negotiation period referenced above.

7. **PRODUCTS AND SERVICES**

(a) PNC Bank shall offer the Program. The Program is designed to attract Constituents that do not have an Account with PNC Bank.

(b) The Program specifically excludes PNC Bank's solicitation of Constituents to open credit card accounts or any other extensions of secured or unsecured credit. PNC Bank shall actively and exclusively advertise and promote the Program as authorized, by law, on the University campus, via approved University mediums and using approved University Marks. The Program shall include: presenting financial seminars to students; establishing and operating an office(s) on campus to provide Financial Services, pursuant to the Master License Agreement which is attached hereto and incorporated herein as **Exhibit A**; offering debit card functionality for the University ID-card to access Accounts; and opening new Accounts for University students. The debit card functionality added to the University ID-card shall include point-of-sale debit and ATM transactions. ATMs shall be provided pursuant to the Master License Agreement set forth as **Exhibit A**, which is attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing, the advertising and/or promotion of the Program shall not prohibit PNC Bank from marketing its PNC Bank branded financial products or services without use of the University Marks to the general public, which may include Constituents who:

1. Are or become PNC Bank customers;
2. Solicit financial information about products or services in person within a PNC Bank branch; or
3. Independently utilize electronic media for information regarding PNC Bank products and/or services.

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

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

(e) The parties agree that marketing materials related to the Program will be communicated electronically from time to time. In order for either party to become the designated "Sender" with respect to CAN SPAM, the party must meet certain defined requirements.

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

- (i) the header information must not be materially false or misleading and it must accurately identify the sending computer (15 U.S.C. 7704(a)(1));
- (ii) the subject heading cannot mislead a reasonable recipient as to a material fact about the contents of the e-mail (15 U.S.C. 7704(a)(2));

- (iii) the e-mail must include a valid opt-out mechanism (15 U.S.C. 7704(a)(3)(A)(i)); and
 - (iv) the e-mail must include a clear commercial identifier, opt-out notice, and physical address (15 U.S.C. 7704(a)(5)(A)).
- 2. No sexually oriented e-mails will be sent by either party under this Agreement.
 - 3. The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.
 - 4. The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

8. PNC BANK'S EMPLOYEES

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

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

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

(d) When on or about the property of University, PNC Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as University shall reasonably prescribe from time to time for the general population of its campus and which are made available to PNC Bank. With respect to any modifications that the University makes to these rules and regulations, PNC Bank shall not have any obligation to comply with any such modifications unless and until sixty (60) days after it has received such modifications in writing from the University or JMI.

- (1) In the event that PNC Bank determines in good faith that it is unable to comply with the modifications to the University rules and regulations, PNC Bank shall then inform JMI in writing that of such determination no later than fifteen (15) days after receiving notice of such modifications. PNC Bank's failure to provide such written notice to JMI within the fifteen (15) day period shall be deemed PNC Bank's acceptance of such modifications to the University's rules and regulations. Upon JMI's receipt of such written notice from PNC Bank, both parties will negotiate in good faith for a period of no more than forty-five (45) days from the date of such notice with respect to a resolution concerning the requirement of PNC Bank to comply with the specific regulations that PNC Bank has notified JMI of PNC Bank's inability to comply. If within the forty-five (45) day negotiation period, the parties cannot agree upon a resolution to address the modifications to University rules and regulations, then either party may terminate the Agreement upon providing ninety (90) days prior written notice to the other party, provided that, such notice is delivered to the non-terminating party no later than fifteen (15) days after the expiration of the negotiation period set forth above.

- (2) Neither party shall be considered to have defaulted under this Agreement by exercising its rights under this Section 8(d).

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

9. INDEMNIFICATION

(a) JMI.

- (i) JMI agrees, at its own expense, to defend, indemnify and hold PNC Bank harmless from and against any and all costs, expenses (including, without limitation, attorney's fees), damages and other liabilities incurred by PNC Bank that arise out of any demand, claim, action, suit or proceeding (collectively, "Claims") to the extent that such Claims arise from the negligence, gross negligence or willful misconduct of JMI, including (without limitation) the infringement of any third party intellectual property right by JMI.
- (ii) PNC will promptly notify JMI after PNC acquires knowledge of any Claim that might trigger JMI's indemnification obligations under this Section 9(a) and will provide JMI with reasonable cooperation in the defense of such Claim at JMI's expense. PNC may, in its own discretion, and at its own expense, participate in the defense of any Claim including using counsel of its own choosing; such participation shall not relieve JMI of any of its obligations under this Section or this Agreement. JMI shall not, without the prior written consent of PNC, settle any Claim. PNC has sole and exclusive authority to enter into any settlement that would impose an injunction or any other equitable relief upon PNC or require an admission of PNC's liability.

(b) PNC Bank.

- (i) PNC Bank agrees, at its own expense, to defend, indemnify and hold JMI harmless from and against any and all costs, expenses (including, without limitation, attorney's fees), damages and other liabilities incurred by JMI that arise out of any Claim to the extent that such Claims arise from the negligence, gross negligence or willful misconduct of PNC Bank, including (without limitation) the infringement of any third party intellectual property right by PNC Bank.
- (ii) JMI will promptly notify PNC Bank after JMI acquires knowledge of any Claim that might trigger PNC Bank's indemnification obligations under this Section 9(b) and will provide PNC Bank with reasonable cooperation in the defense of such Claim at PNC Bank's expense. JMI may in its own discretion and at its own expense, participate in the defense of any Claim including using counsel of its own choosing; such participation shall not relieve PNC Bank of any of its obligations under this Section or this Agreement. PNC shall not, without the prior written consent of JMI, settle any Claim. JMI has sole and exclusive authority to enter into any settlement that would impose an injunction or any other equitable relief upon JMI or require an admission of JMI's liability.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM SUBJECT TO SECTION 9 ABOVE.

11. INSURANCE

JMI shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, general commercial liability coverage in such amounts and on such terms as University considers appropriate in an amount not less than \$2,000,000.00.

12. TAXES

(a) University shall pay all applicable taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including University's income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings. University shall have no obligation to pay taxes related to PNC Bank's operations or conduct of its business (including PNC Bank's income, employment of personnel, franchise, sales, use and excise taxes). JMI shall pay all applicable taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including JMI's income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings. Neither University nor JMI shall have any obligation to pay taxes related to PNC Bank's operations or conduct of its business (including PNC Bank's income, employment of personnel, franchise, sales, use and excise taxes).

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

13. ASSIGNMENT/BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns provided, however, that neither this Agreement, nor any of the rights and obligations hereunder, may be assigned, transferred or delegated by either party, without the prior written consent of the other party; and provided further, however, that this Agreement may be assigned by either party without the consent of the other party hereto to any Affiliate of the assigning party. Notwithstanding the foregoing, JMI may assign this Agreement to the University or any successor to JMI to the University Marketing Agreement or to the marketing rights that University has granted to JMI pursuant to the University Marketing Agreement.

14. TERMINATION

(a) If a party breaches any material covenant in this Agreement and fails to remedy same within thirty (30) calendar days after receipt of written notice of such breach from the non-breaching party, or if the same is not reasonably capable of being cured within thirty (30) calendar days, and the breaching party fails to commence to remedy same within thirty (30) calendar days and diligently prosecute the remedying of the breach until the same is remedied, the non-breaching party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching party.

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

(c) The Agreement may also be terminated in accordance with Section 4(g)(2) of Exhibit G.

15. CONFIDENTIALITY

(a) Each of PNC Bank and JMI individually agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, Affiliates, agents or representatives, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer or Constituent lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or JMI. Each party, agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section 15. In the event of a breach of the foregoing, the non-breaching party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, as its sole and exclusive remedy.

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

comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement. Both JMI and PNC Bank agree and understand that Confidential Information given to and held by the University may be subject to disclosure under the Kentucky Open Records Act, KRS 61.870 et seq. ("KORA"), unless otherwise exempt from disclosure under KORA.

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

16. ENTIRE AGREEMENT

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

17. AMENDMENT

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

18. FORCE MAJEURE

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

19. HEADINGS

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

20. SEVERABILITY

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

21. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its provisions relating to the conflict of laws. Each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts in the Commonwealth of Kentucky for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto.

22. NOTICES

All notices which either party may be required or desire to give to the other party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to JMI then to:
JMIS Kentucky, LLC
546 East Main Street, First Floor
Lexington, Kentucky 40508
Attn: President

With a copy to:

Dinsmore & Shohl LLP
250 West Main Street, Suite 1400
Lexington, Kentucky 40507
Attn: Jason B. Sims

If to PNC Bank, then to:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue, 23rd Floor
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

With a copy to:

PNC Bank, National Association
Tower at PNC Plaza
300 Fifth Avenue, 19th Floor
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

23. RELATIONSHIP

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

24. WAIVER

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

25. REMEDIES

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

[SIGNATURE PAGE TO FOLLOW]

10070034

IN WITNESS WHEREOF, each of the parties hereto have caused this Promotional Agreement to be executed on its behalf by a duly authorized officer or representative as of the date first above written.

PNC Bank, a national banking association



(Signature of authorized agent of PNC Bank)

Nickolas Cereto

Print Name

Sr Vice President

Title or Position

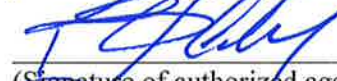
300 Fifth Ave PT-PTWR-23-2

Address

Pittsburgh, PA 15222-2401

City, State Zip Code

JMIS Kentucky, LLC



(Signature of authorized agent of JMIS Kentucky, LLC)

Paul J Archey

Print Name

President

Title or Position

546 E. Main St

Address

Lexington, KY 40508

City, State Zip Code

LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
E-BRANCH LEASE

EXHIBIT C
CREDIT UNION ATMS and BRANCH LOCATIONS

EXHIBIT D
UNIVERSITY MARKS

EXHIBIT E
PNC BANK MARKS

EXHIBIT F
WEBLINKING AGREEMENT

EXHIBIT G
CASH MANAGEMENT REGULATION COMPLIANCE AGREEMENT

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the 1st day of May, 2016, ("Effective Date"), and entered into by and between University of Kentucky, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank").

WHEREAS, University has entered into an exclusive marketing agreement with the that authorizes JMIS Kentucky, LLC ("JMI") to, among other things select and contract with one financial institution that shall be authorized to exclusively market and promote said financial institution's products and services to Constituents, (the "University Marketing Agreement").

WHEREAS, JMI and PNC Bank entered into a certain Promotional Agreement of even date herewith (the "Agreement"), and this ATM Agreement is an exhibit to and an integral part of the Agreement. Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement which specified services include ATM deployment.

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

1. License

PNC Bank and University shall from time to time enter into licenses, each such license to be in the form which is attached hereto as **Schedule A** which is a supplement to this ATM Agreement and which, when executed shall constitute a License ("License"), to cover such ATMs and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree.

2. Grant of License

University hereby grants to PNC Bank, or its affiliate, the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace and operate ATMs, together with related Equipment and Installations as described in Section 5 hereof at the location(s) ("the Locations") set forth in the Licenses.

3. Location of ATMs

The ATMs shall be located within or about the Locations as mutually agreed upon by the parties. The initial Locations will be as indicated in the Licenses. The ATMs, together with related Equipment and Installations, may be relocated only upon the mutual agreement of the parties, provided that the party requesting relocation will bear the cost thereof including the cost of relocating the aforesaid Equipment and Installations. Requests for relocation hereunder must be made no less than thirty (30) days prior to the date that relocation is desired. An ATM may be moved temporarily for security reasons, in the event of fire, casualty, riot or other emergency, provided that University uses its best efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s).

4. ATMs

(a) The ATMs that will be installed shall, at a minimum, perform cash withdrawals, transfers and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

(b) The ATMs shall perform the functions described in Section 4(a) for users holding valid access cards. The ATMs may be part of several networks pursuant to network agreements between PNC Bank and operators of regional networks, (the "Network Agreements"). PNC Bank is required to comply with the marketing standards set forth by the network operator in the Network Agreements.

5. Installations

(a) PNC Bank shall, using its own independent contractors, install at the Locations:

(i) bolted ATMs and, at its option, additional modules to the ATMs thereafter;

(ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs, as are to be installed within the interior of the Locations as specified in the hereinafter described plans (the "Equipment"); and

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

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

(i) at the locations mutually agreed upon;

(ii) University will use its best efforts to obtain approval of the installation from any parties whose approval is required to place an ATM at the Locations. This applies to any ATM installed after the date of this ATM Agreement;

(iii) PNC Bank will be responsible for obtaining, at its expense, all approvals required in connection with the installation, provided that University will cooperate with PNC Bank, and secure the cooperation of any necessary other parties, as required by local ordinances and practice, in making permit applications;

(iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the installation; and

(v) Upon termination of the Agreement, PNC Bank shall remove the ATMs and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

(c) Signs may be installed only upon the mutual agreement of the parties. If the parties mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

6. Title

Title to and ownership of the ATMs and the related Equipment and Installations shall at all times be and remain in PNC Bank free and clear of all rights, title, interest, liens, security interests or claims owned, held, created or suffered by any person or entity claiming under, by or through University and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from PNC Bank to University of the ATMs, related Equipment or Installations. Upon the request of PNC Bank, University will request from any persons or entities owning or holding title to or liens upon or leases, security interests or other interests in the Locations written waivers or releases in form and substance acceptable to PNC Bank confirming that such party has no legal claims or interests in the ATMs and further confirming PNC Bank's rights under this ATM Agreement. PNC Bank shall have the right to place a label on the ATMs indicating its interest in such machine and related Equipment and Installations which label University agrees not to disturb.

7. Operation, Servicing, Maintenance and Repair

The operation, servicing, maintenance and repair of the ATMs and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. University shall permit free access to the ATMs and related Equipment and Installations for all of the foregoing purposes during all normal operating hours of the business at the Locations. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Locations to (a) carry and present identification upon University's request, and (b) cause as little disruption as possible to University's business. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair.

University will:

- (a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;
- (b) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement;
- (c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including any applicable real estate taxes and utilities) not expressly made payable by PNC Bank herein;
- (d) Maintain the Locations to allow for proper functioning of the ATM.

8. Covenants

- (a) University hereby covenants as follows:
 - (i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;
 - (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and

- (iii) upon performing all of its covenants and obligations hereunder, PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.
- (b) PNC Bank hereby covenants as follows:
 - (i) its ATMs will (i) comply with all applicable legal requirements, including, without limitation, laws/regulations relating to consumer protection and the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and
 - (ii) it shall not use or permit the use of University's Marks without prior written approval of University and subject at all times to University's policies concerning use of such marks.

9. Certain Rights of the Parties

1. PNC Bank reserves the right to impose a surcharge on users of its ATMs that are subject to this ATM Agreement.

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

10. Performance; Warranty

PNC Bank warrants that the ATMs in the Locations shall be fully operational 96% of the time, unless operation is prevented by Force Majeure or routine servicing of the ATMs. PNC Bank will provide University with quarterly reports of the performance of the ATMs.

11. Security

(a) University shall maintain security at the Locations in accordance with the standards for security generally at University's facilities; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by the University.

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

(c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. The parties agree that in the event of the emergency circumstances enumerated in this subsection 11 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. Insurance; Indemnity and Loss

University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies covering the Locations and related machinery, Equipment and improvements (excluding the ATMs and related Equipment and Installations), and general liability coverage with respect to the Locations, as is generally maintained by University at similar Locations. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and public liability insurance of and with respect to the ATMs and related Equipment and Installations as PNC Bank considers appropriate.

Each party shall maintain, and shall require its independent contractors to maintain worker's compensation insurance with respect to their respective employees in the amounts required by applicable law.

Each party shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance.

13. Term and Termination

- (a) This ATM Agreement shall commence on the Effective Date and shall continue until the Agreement expires or is otherwise terminated.
- (b) The University or JMI may assign the University Marketing Agreement. However, the University understands and acknowledges that the Assignee, which may include the University, must allow PNC Bank to continue providing the services as set forth in the Agreement and all related exhibits, (including but not limited to this ATM Agreement).

14. General

- A. **Access:** University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University's reasonable security requirements, if any.
- B. **ADA Compliance:** During the Term of the Agreement, University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. University's compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as University may have to alter to be in compliance with the ADA.
- C. **Notices:** All notices which either party may be required or desire to give to the other under this ATM Agreement, party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to PNC Bank:

PNC Bank, National Association
1600 Market Street, 9th Floor

Philadelphia, PA 19103
ATTN: Ken Justice, SVP
Telephone: 215-585-5134

With a copy to:

PNC Bank, National Association
Tower at PNC Plaza
300 Fifth Avenue, 19th Floor
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

If to University then to:

University of Kentucky
Office of Purchasing
322 Peterson Service Building
Lexington, KY 40506-0005

With a copy to University:

University of Kentucky
301 Main Building
Lexington, Kentucky 40506
Attn: General Counsel

The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

- D. Entire ATM Agreement:** This ATM Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby.

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

PNC Bank, National Association
("PNC Bank")

By: _____

Title: _____

Date: _____

[Signature]
SE. Vice President
5/9/2016

University of Kentucky
("University")

By: _____

Title: _____

Date: _____

[Signature]
Chief Procurement Officer
5/17/2016

EXHIBIT A

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

1. Location for ATMs to be Installed After the Effective Date:

See Schedule A-1 to Exhibit A

2. University's Interest in Location:

See Schedule A-1 to Exhibit A

3. Identity of owner(s) of record of the Location:

See Schedule A-1 to Exhibit A

4. (a) Are there any mortgage liens on the Location? Yes _____ No _____

If Yes, list all holders of a mortgage lien. _____

- (b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes _____ No _____

If Yes, list all holders of a security interest. _____

See Schedule A-1 to Exhibit A

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated May 1st, 2016 between PNC Bank and University.

University:

William Harris

PNC Bank:

[Signature]

**SCHEDULE A-1
TO "EXHIBIT A"**

ATM LOCATIONS

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

Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder
Within PNC branch in the New Student Center when complete	University of Kentucky	No	N/A
ATM bank outside New Student Center	University of Kentucky	No	N/A
Within temporary branch location until New Student Center is complete	University of Kentucky	No	N/A
TBD			
TBD			
TBD			
TBD			

Nothing in the contract between Customer and any Landlord prohibits Customer from entering into this Master License Agreement

EXHIBIT B

E-BRANCH LEASE

[PENDING]

EXHIBIT C
CREDIT UNION ATMS and BRANCH LOCATIONS

A. Location of Credit Union Free Standing ATM at the University of Kentucky

220 Avenue of Champions
Lexington, Kentucky 40508

B. Location of Credit Union Branch at the University of Kentucky

220 Avenue of Champions
Lexington, Kentucky 40508

The Credit Union may install one (1) additional ATM in any location, except on the first floor of the New Student Center.

EXHIBIT D

PNC BANK MARKS

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

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



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

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

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

EXHIBIT E

UNIVERSITY MARKS

University of
Kentucky®

EXHIBIT F

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 1st day of May, 2016, ("Effective Date"), and entered into by and between University of Kentucky, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank").

WHEREAS, University has entered into an exclusive marketing agreement with the that authorizes JMIS Kentucky, LLC ("JMI") to, among other things select and contract with one financial institution that shall be authorized to exclusively market and promote said financial institution's products and services to Constituents, (the "University Marketing Agreement").

This Web Agreement is an exhibit to and an integral part of that certain Promotional Agreement of even date herewith between JMI and PNC Bank (the "Promotional Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Promotional Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

3. GRANT OF LICENSE

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

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

4. WARRANTIES

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

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

[Signature page to follow]

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

UNIVERSITY OF KENTUCKY

By: William Harris

Name: William Harris

Title: Chief Procurement Officer

Date: 5/17/2016

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President

Date: 5/9/2016

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

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

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



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

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

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

SCHEDULE B
TO "EXHIBIT F"
UNIVERSITY MARKS

University of
Kentucky®

EXHIBIT G

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 1st day of May, 2016, by and between University of Kentucky, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain Promotional Agreement, of even date herewith, between JMIS Kentucky, LLC ("JMI") and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the Agreement requires the performance of under certain specified services which creates a Tier Two Arrangement (as defined below); and

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

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

1. Definitions

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

Management, as amended from time to time, (34 CFR 668).

- (f) "Effective Date" shall mean July 1, 2016.
- (g) "Financial Account" shall mean a student's or parent's checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.
- (h) "Financial Institution" shall mean PNC Bank.
- (i) "PNC Financial Account" shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).
- (j) "Tier Two Arrangement" shall mean that an institution located in a State has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution.
- (k) "Title IV" shall mean Title IV of the Higher Education Act of 1965, as amended, and any rule, regulation, instruction or procedure issued by the Secretary.

2. Student Choice

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

3. Customer Complaints

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

4. University DoE Regulation Compliance

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

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

(1) The University shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.

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

(a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.

(i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;

(ii) if the parties determine corrective action is required they will negotiate in good faith to establish a commercially reasonable plan to address those items considered unsatisfactory in the Review or results from Customer Complaints, (the "Plan"). The Financial Institution shall begin implementation of the Plan within sixty (60) days from the date upon which the parties mutually agree to the Plan in writing. The implementation period for the Plan shall not exceed forty-five (45) days from the date upon which the parties mutually agree to the Plan in writing, (the "Plan Implementation Period").

(b) If the parties cannot agree to a Plan, then the University may terminate the Agreement upon ninety (90) days written notice to the Financial Institution. The University shall provide such notice no later than fifteen (15) days after the expiration of the Discussion Period. This shall not be deemed a condition of default by the Financial Institution under the Agreement.

5. DoE Compliance Information

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

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to:
 - (i) PNC Financial Account Data, or information related thereto;
 - (ii) information used to derive the PNC List; and
 - (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this CM Agreement to assist University with its DoE Regulation Compliance.

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

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

PNC Bank, National Association
("PNC Bank")

By: 
Title: SE. Vice President
Date: 5/9/2016

University of Kentucky
("University")

By: 
Title: Chief Procurement Officer
Date: 5/17/2016



Contract #: 99626
Date: June 10, 2016

Sponsor: PNC Bank
Attn: Josh Eberenz
500 West Jefferson St.
K1-KHDQ-02-C
Louisville, KY 40202

Bill To: PNC Bank
Attn: Josh Eberenz
500 West Jefferson St.
K1-KHDQ-02-C
Louisville, KY 40202

This Marketing Agreement ("Agreement") relates to sponsorship opportunities and the specific inventory items listed herein at the University of Kentucky, solely with respect to its athletics department ("University"). JMIS Kentucky, LLC ("JMIS"), as University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. Sponsor and JMIS agree the following terms and conditions are applicable to this Agreement.

DURING EACH CONTRACT YEAR OF THE TERM OF THIS AGREEMENT, SPONSOR SHALL RECEIVE:

<u>Sport</u>	<u>Product</u>	<u>Inventory Item</u>	<u>Quantity</u>	<u>Events</u>
Campus	Corporate Rights	Official Category Status	1	Season
Campus	Sponsorship	Use of Marks & Logos (Wordmark only)	1	Season

CONTRACT TERMS:

Contract Period ("Term"): July 1, 2015 to June 30, 2031

Annual Investment:

<u>Contract Year</u>	<u>JMIS Gross Amount</u>	<u>JMIS Net Cash Amount</u>
2015-2016	\$250,000.00	\$250,000.00
2016-2017	\$450,000.00	\$450,000.00
2017-2018	\$450,000.00	\$450,000.00
2018-2019	\$450,000.00	\$450,000.00
2019-2020	\$450,000.00	\$450,000.00
2020-2021	\$450,000.00	\$450,000.00

2021-2022	\$575,000.00	\$575,000.00
2022-2023	\$575,000.00	\$575,000.00
2023-2024	\$575,000.00	\$575,000.00
2024-2025	\$575,000.00	\$575,000.00
2025-2026	\$575,000.00	\$575,000.00
2026-2027	\$645,000.00	\$645,000.00
2027-2028	\$645,000.00	\$645,000.00
2028-2029	\$645,000.00	\$645,000.00
2029-2030	\$645,000.00	\$645,000.00
2030-2031	\$645,000.00	\$645,000.00

General Comments:

LIST OF SPECIFIC ASSETS AND INVENTORY ITEMS, ABOVE AND BEYOND WHAT IS LISTED ABOVE, ARE DETAILED EXTENSIVELY IN THE LONG-FORM PNC CONTRACT AND ITS EXHIBITS

Sponsor shall pay JMIS the *JMIS Net Cash Amount* reflected above in accordance with the Installment Billing Schedule below.

There is no agency commission included in this Agreement.

INSTALLMENT BILLING SCHEDULE:

<u>Invoice Date</u>	<u>JMIS Net Cash Invoice Amount</u>
05/01/2016	\$250,000.00
09/01/2016	\$112,500.00
12/01/2016	\$112,500.00
03/01/2017	\$112,500.00
06/01/2017	\$112,500.00
05/01/2018	\$450,000.00
05/01/2019	\$450,000.00
05/01/2020	\$450,000.00
05/01/2021	\$450,000.00
05/01/2022	\$575,000.00
05/01/2023	\$575,000.00
05/01/2024	\$575,000.00
05/01/2025	\$575,000.00

05/01/2026	\$575,000.00
05/01/2027	\$645,000.00
05/01/2028	\$645,000.00
05/01/2029	\$645,000.00
05/01/2030	\$645,000.00
05/01/2031	\$645,000.00

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor should send the check, together with a remittance or invoice identifying this Agreement, to the following remittance address, unless and until JMIS directs otherwise: JMIS Kentucky, LLC, P.O. Box 645388, Cincinnati, OH 45264-5388. If Sponsor pays by wire or funds transfer, then Sponsor should request applicable account information from JMIS' accounting department. With respect to the processing of Sponsor's payments under this Agreement, JMIS will not engage with any third-party payment processor (*e.g.*, Ariba, PayModeX, etc.). Any amount not duly paid within thirty (30) days of the applicable invoice date shall be subject to a finance charge of one and one-half percent (1.5%) per month to be paid by Sponsor. As a convenience and reminder for Sponsor, JMIS will submit invoices to Sponsor at the address previously set forth in this Agreement.

Billing Notes:

Customer pays all invoices at net 30 days term. All checks should be made payable to JMIS Kentucky, LLC.

ADDITIONAL TERMS AND CONDITIONS

Sponsor and JMIS agree the following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted herein to Sponsor for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited.

Insurance and Indemnification.

(a) Sponsor shall carry at all times during the Term commercial general liability insurance that includes, without limitation, coverage for advertising/personal injury and operations/completed operations, with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), with a general aggregate of Two Million Dollars (\$2,000,000.00). Sponsor's commercial general liability insurance is to (i) be written on a primary and non-contributory basis and (ii) name the University and JMIS as additional insureds. A waiver of subrogation in favor of the University and JMIS should be included under such insurance policy. Sponsor shall furnish JMIS with certificates of insurance evidencing its compliance with the provisions of this section prior to JMIS implementing sponsor's logo, publications, etc..

(b) Sponsor will save and hold harmless JMIS and the University and their employees, agents and contractors from all claims, damages (including reasonable attorneys' fees and expenses), causes of action and judgments for the injury or death of any person or damage to property that directly or indirectly result: (i) from the intentional or negligent acts or omissions of Sponsor, its officers employees, agents, or contractors while engaged in any activity or in preparation for engaging in any activity authorized by this Agreement; (ii) from any breach or default by Sponsor of the representations, warranties or other obligations contained herein; and/or (iii) from any advertisement prepared by the Sponsor including, without limitation, any claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names or logos of third parties or the University (other than the name of the University as authorized in this Agreement); violations of rights of privacy, publicity, infringements of copyrights or music performance rights and/or other proprietary rights; or advertisements which are otherwise contrary to law.

Production Expenses. Sponsor shall also be responsible for paying production expenses associated with the preparation of signage inventory. JMIS either will (i) present such costs for Sponsor's direct payment or (ii) if requested by Sponsor, pay such costs and reflect them to Sponsor as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. JMIS is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics

production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but can be obtained for an additional service fee. Sponsor is responsible for timely submitting to JMIS its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features and/or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be subject to JMIS approval, which, hereunder, shall not be deemed approval as to conformity with any federal, state or local laws or regulations. If JMIS has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display by the deadline date established by JMIS and provided to Sponsor in writing, or if Sponsor submits to JMIS copy corrections of Sponsorship Materials after the deadline date, then JMIS shall not be obligated to publish Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. JMIS' failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date, however, shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the *Annual Investment* section.

Compliance. In connection with Sponsor's activities with respect to this Agreement, Sponsor agrees to comply with the policies, rules and regulations of both University and any athletics conference to which University belongs during the Term (provided JMIS gives Sponsor such policies, rules and regulations in writing, and the obligation of Sponsor to comply with such policies, rules and regulations shall take effect upon Sponsor's receipt of such policies, rules and regulations), as well as the NCAA's constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the *Annual Investment* section (and fails to cure such non-payment within ten (10) days after receiving from JMIS written notice thereof), then JMIS reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from JMIS to Sponsor. If Sponsor breaches the Trademarks section (including, without limitation, any unauthorized use of University's or JMIS's Trademarks) or the Compliance section, then JMIS reserves the right to terminate this Agreement effective upon written notice from JMIS to Sponsor. If JMIS terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, then Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year (during which the termination occurred) less only the actual amount JMIS can recoup for such Contract Year's sponsorship elements not used by Sponsor through sponsorship agreements JMIS obtains for University from other sponsors after the effective termination date and before such Contract Year's conclusion.

Unforeseen Events. Should JMIS, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of JMIS, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and JMIS or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term, then JMIS, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and JMIS. If Sponsor and JMIS are unable to agree mutually upon any such make-good benefits, then JMIS will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights hereunder shall be sold, transferred or assigned by Sponsor without JMIS' prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by JMIS in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of JMIS, its successors and assigns.

Consent to Assignment. Sponsor hereby acknowledges and irrevocably consents to (a) the assignment of this Agreement to JMIS's lender, as collateral trustee (the "Collateral Trustee") under JMIS's loan documents with its lender and (b) the grant by JMIS to the Collateral Trustee of a security interest in this Agreement and all monies payable or distributable under this Agreement, subject to the terms of the loan documents between JMIS and its lender. Sponsor agrees to provide a copy of any notice of default or termination to the appointed Collateral Trustee representative and to provide the Collateral Trustee with the opportunity to cure any such default within 120 days after the date of such notice. Such notice shall be in writing and shall be deemed to have been given (i) when presented personally, (ii) when delivered by private overnight courier service (e.g., Federal Express), delivery charges and fees prepaid, or (iii) when received, if deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to the Collateral Trustee representative at the address provided for notices. The parties shall not enter into or consent to any supplement, amendment or other modification of this Agreement that affects the rights of the Collateral Trustee under this paragraph without the prior written consent of the Collateral Trustee. JMIS shall be solely responsible for securing such consents which may be required.

Notice. All notices provided for or allowed herein must be in writing and will be considered effective when delivered personally (by courier service or otherwise); when delivered by email and confirmed by return email notice; three days after being mailed by first-class mail, postage prepaid and return receipt requested; or two days after being deposited with an overnight courier, in each case, to the appropriate party as set forth below.

JMIS

JMIS Kentucky, LLC
Attn: Kim Ramsay
546 E Main Street, First Floor
Lexington, KY 40508

with a Copy to:

Dinsmore & Shohl LLP
Attn: Jason Sims
Lexington Financial Center
250 West Main Street, Suite 1400
Lexington, KY 40507

Collateral Trustee

U.S. Bank
Attn: Brad Hamilton
425 Walnut St, 8th Floor
Cincinnati, OH 45202

Sponsor

PNC Bank
Attn: Josh Eberenz
500 West Jefferson St.
K1-KHDQ-02-C
Louisville, KY 40202

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

Miscellaneous. This Agreement sets forth the entire understanding of the parties with respect to its subject matter, supersedes all prior negotiations and agreements between the parties concerning such subject matter and may be modified or amended only by a written instrument signed by each party. Each party represents and warrants that it has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by each party and constitutes a valid and binding obligation of each party, enforceable against each such party in accordance with its terms. No representations have been made or relied upon by either party other than those expressly provided for. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in one (1) or more counterpart(s), each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same agreement. No agent, employee or other representative of either party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate party. A waiver by either party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. JMIS may terminate this Agreement, effective immediately upon delivery of written notice to Sponsor, in the event JMIS' rights agreement with University is terminated early for any reason; provided, however, JMIS shall provide PNC Bank a *pro rata* refund of any amounts paid for benefits not yet received as of the effective date of such termination. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its conflict of law rules. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible that will be legal, valid and enforceable. Nothing contained herein shall be construed to imply the existence nor the creation of a partnership, joint venture, or employer and employee relationship between JMIS and Sponsor, and except as otherwise expressly provided herein,

neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. WAIVER OF JURY TRIAL: EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Sponsor:
PNC Bank

Contract #:
99626

Contract Date:
June 10, 2016

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly-authorized officers.

JMIS Kentucky, LLC

Sponsor

Signature of JMIS Kentucky, LLC

Signature of Sponsor

Paul J. Archey
JMIS Kentucky, LLC

Name of Sponsor

President
JMIS Kentucky, LLC

Title of Sponsor

Date

Date

FIRST AMENDMENT TO THE PROMOTIONAL AGREEMENT

This First Amendment to the Promotional Agreement, ("First Amendment"), is entered into this 13th day of June, 2016, ("First Amendment Effective Date"), by and between JMIS Kentucky, LLC, a limited liability company organized and operated under the laws of the Commonwealth of Kentucky, having offices at 546 East Main Street, Lexington, Kentucky ("JMI") and PNC Bank, National Association, a national banking association, with its principal office at the Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). All capitalized terms used in this First Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, JMI and PNC Bank entered into a Promotional Agreement dated May 1, 2016 (the "Agreement"); and

WHEREAS, the JMI and PNC Bank have agreed to certain changes in the Promotional Agreement, and wish to formally memorialize these changes to the Agreement in accordance with the provisions of this First Amendment.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. "EXHIBIT E", UNIVERSITY MARKS is deleted in its entirety and replaced in its entirety with REVISED "EXHIBIT E", which is attached hereto and incorporated herein.
2. "SCHEDULE B" TO "EXHIBIT F" is deleted in its entirety and replaced in its entirety with REVISED "SCHEDULE B" TO "EXHIBIT F", which is attached hereto and incorporated herein.
3. Except as modified by this First Amendment, the Agreement and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

By: 

Name: Nicholas Cerreto

Title: Se. Vice President

Date: 6/13/16

JMIS Kentucky, LLC
("JMI")

By: 

Name: Paul J. Archey

Title: President

Date: 6/9/16

REVISED "EXHIBIT E"

UNIVERSITY MARKS

University of
Kentucky®

see
blue.™

REVISED “SCHEDULE B”
TO “EXHIBIT F”
UNIVERSITY MARKS

University of
Kentucky®

see
blue.™

SECOND AMENDMENT TO THE PROMOTIONAL AGREEMENT

This Second Amendment to the Promotional Agreement, ("Second Amendment"), is entered into this 25 day of May, 2017, ("Second Amendment Effective Date"), by and between JMIS Kentucky, LLC, a limited liability company organized and operated under the laws of the Commonwealth of Kentucky, having offices at 546 East Main Street, Lexington, Kentucky ("JMI") and PNC Bank, National Association, a national banking association, with its principal office at the Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). All capitalized terms used in this Second Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, JMI and PNC Bank entered into a Promotional Agreement dated May 1, 2016, as amended by the First Amendment dated June 13, 2016 (collectively the "Agreement"); and

WHEREAS, the JMI and PNC Bank have agreed to certain changes in the Promotional Agreement, and wish to formally memorialize these changes to the Agreement in accordance with the provisions of this Second Amendment.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. **"EXHIBIT B, E-BRANCH LEASE"**, is hereby deleted in its entirety and replaced in its entirety by the **"REVISED EXHIBIT B, E-BRANCH LEASE"**.
2. Except as modified by this Second Amendment, the Agreement and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

By: [Signature]

Name: Nicholas Carro

Title: Sr Vice President

Date: 5-25-2017

JMIS Kentucky, LLC

("JMI")

By: Paul S Archey 5

Name: [Signature]

Title: Pres - UK Sports & Program Mkt

Date: 6/23/17

REVISED "EXHIBIT B"

E-BRANCH LEASE

THIS LEASE AGREEMENT ("Lease") is entered into this 25 day of May, 2017 by and between University of Kentucky, organized under the laws of the Commonwealth of Kentucky, having offices at 322 Peterson Service Building, Lexington, Kentucky 40506-0005 ("Landlord").

AND

PNC BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having an office at 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, and Commonwealth of Pennsylvania, hereinafter called ("Tenant"), party of the Second part.

WITNESSETH:

WHEREAS, Landlord is the owner of a lot of land situated on the campus of University of Kentucky, ("University"), in the Commonwealth of Kentucky ("Premises"), on which there is erected the building known as the Student Center ("Building"); and

WHEREAS, Tenant has entered into that certain University Banking Services Agreement dated May 1, 2016 (the "Banking Services Agreement") pursuant to which Tenant has agreed to provide Financial Services, including ATM(s) and the E-BRANCH to the University; and

WHEREAS, Tenant is entering into this Lease which is an integral part of the Tenant fulfilling Tenant's obligations under the Banking Services Agreement.

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

1. PREMISES. Landlord in consideration of the lease payments provided in this Lease leases to Tenant space within the Building of approximately six hundred and forty five (645) square feet as more particularly shown in the floor plan attached hereto as Exhibit A to this Lease, which space includes such areas as queuing line space and entrance to the secured areas, and for the placement of an "E-BRANCH" (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Student Center. Landlord warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. The E-BRANCH shall provide "Financial Services" and shall be equipped with at least one (1) ATMs. Tenant shall have the option to purchase two parking passes in accordance with Landlord's current parking rules and regulations.
2. TERM. The lease term shall run concurrently with the term of the Banking Services Agreement. The Initial Term of this Lease shall commence on the Effective Date and

shall terminate on June 30, 2031 ("Initial Term).

(a) For purposes of this Lease the "Effective Date" shall mean April 3, 2017.

3. Intentionally Omitted.
4. LEASE PAYMENTS. The financial terms and payments associated with the leasing of the Demised Premises are included in Section 3 Royalty, Payment Terms in the University Banking Services Agreement. The payments and royalties section outlines what will be remitted to the University throughout the term of the relationship and the University shall determine the appropriate internal distribution and allocation methodology.
5. Intentionally omitted.
6. POSSESSION. Tenant shall be entitled to possession on the day the Landlord receives certificate of occupancy for the Demised Premise and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
7. USE OF PREMISES. Tenant shall use the Demised Premises to conduct Financial Services, as defined in paragraph 8 of this Lease and other related financial service operations only, and for no other purpose. The Demised Premises may be used for any other purpose only with the prior written consent of Landlord.
8. FINANCIAL SERVICES. Tenant agrees to provide Financial Services to the University community public on the Demised Premises. "Financial Services" shall include, but not be limited to the following financial services to be offered by Tenant to Constituents hereunder as part of the Program: presenting financial seminars to students and employees; establishing and operating an office on campus to provide Financial Services, pursuant to this Lease; offering debit card functionality for the University ID Card to access Accounts (in the University's discretion); issuing co-branded Visa® Debit Cards; and opening new Accounts for University students, and employees. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions.

Landlord agrees that it shall not enter into any new leases, license agreements or any other agreements during the term of this Lease or any extension hereof, at the Building, or any continuous extension of those buildings which may be constructed in the future (the "Building Area"), which would permit any person or entity to operate a business or offer services including financial services which are the same as or similar to the Financial Services offered by Tenant on the Demised Premises, including, without limitation, the placement and/or operation of any stand-alone ATMs in the Building Area. Notwithstanding the foregoing, Landlord may continue to lease space to the University of Kentucky Federal Credit Union upon the terms and conditions in effect as of the date hereof.

9. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the right to conduct any construction or remodeling at Tenant's expense that may be required to use the Demised Premises as specified above. Tenant may also construct such fixtures on the Demised Premises at Tenant's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which consent shall not be reasonably withheld. At the end of the Lease term, Tenant shall be entitled to remove, or at the request of Landlord shall be required to remove, such fixtures, and shall return the Demised Premises to substantially the same condition as at the commencement of this Lease. Ordinary wear and tear, damage caused by Landlord, or its agents, employees or contractors, arising from a casualty, or all structural changes, remodeling and additions to the Demised Premises made or done with the written consent of Landlord shall be considered as exempt. Prior to performing any work in the Demised Premises Tenant shall provide evidence of contractor's and subcontractor's insurance in amounts and with coverages and waivers of subrogation reasonably required by Landlord and naming Landlord as an additional insured.
10. MAINTENANCE. Landlord shall have the responsibility to maintain the Demised Premises in good repair at all times. This shall include all structural maintenance and items of repair that relate to the building and Landlord's fixtures. Landlord shall clean and maintain all common areas. Tenant shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Landlord's reasonable expectations and with the remainder of the Building.
11. ACCESS BY LANDLORD TO PREMISES. Landlord, its agents, employees and contractors shall have the right to enter all parts of the Demised Premises during Tenant's business hours after giving prior notice to Tenant to inspect the same, show the same to prospective purchasers or tenants or for the purposes of maintenance or repair accompanied by a security officer of Tenant during such inspection, and to enforce and carry out any provision of this Lease, and, without assuming responsibility to do so, to make repairs or alterations. In the event of an emergency endangering life or property, or in the event of Tenant's desertion or abandonment of the Demised Premise, Landlord shall have the right to enter by force.
12. UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services in connection with the use of the Demised Premises by Tenant. Tenant shall be responsible for telephone, video surveillance and internet service and janitorial services within the confines of the Demised Premises.
13. INSURANCE. (a) "Liability Insurance" is insurance providing coverage for sums the insured becomes legally obligated to pay as damages because of an occurrence resulting in property damage or in bodily injury (including sickness and disease, and including death from such injury, sickness or disease), or because of an occurrence resulting in personal injury or advertising injury, an example of which is insurance known at the date of this Lease as "commercial general liability" insurance (formerly known as

"comprehensive general liability"), and which coverage is provided under customary terms, conditions, and limitations, including occurrence-based coverage (and not claims-based coverage) as long as such coverage is available at commercially reasonable rates.

(b) Tenant shall carry and cause its contractors to carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) naming the Landlord as additional insured, which is subject to review on Landlord's reasonable request. The insurer must be licensed in the state in which the Demised Premises is located, give Landlord thirty (30) days' notice of cancellation or reduction in coverage, and furnish Landlord certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made regarding this Lease against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. Tenant shall carry property insurance with respect to its furniture, fixtures and equipment providing "all risk" coverage. Tenant may use blanket policies. Tenant shall carry vehicle liability insurance with respect to liability arising out of the ownership and use of vehicles owned by Tenant, to afford protection with respect to death, bodily or personal injury, and damage to property of not less than \$1,000,000; and carry worker's compensation coverage for employees.

(c) Landlord shall carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) naming the Tenant additional insured, which is subject to review on Tenant's reasonable request. The insurer must be licensed in the state in which the Premises is located, give Tenant thirty (30) days' notice of cancellation or reduction in coverage, and furnish Tenant certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. To the extent required by any applicable Lease, Landlord shall carry property insurance on the Premises providing "all risk" coverage with a replacement cost endorsement. Landlord may use blanket policies and property insurance deductibles up to \$100,000.

(d) Either party may self-insure as long as the self-insuring party's (or its parent corporation's) net worth exceeds \$60,000,000 and the self-insuring party (or its parent corporation) is consistently able to meet its financial obligations as they mature and complies with the law applicable to self-insurance.

(e) The merchandise and other property of Tenant and its employees at the Demised Premises may be subject to damage or loss by reason of many hazards, such as theft, fire, leakage, heater power failure, accidents, defects in plumbing, boiler or other explosions, and the bursting of pipes. Insurance is obtainable against most if not all of such hazards. Landlord shall not be liable for any damage to the Demised Premises or to the fixtures or equipment of Tenant contained therein or any loss suffered by Tenant caused by fire or any such other hazards, excluding such damage or loss caused by the negligence or willful misconduct of Landlord, its employees, agents or subcontractors.

14. Intentionally omitted.
15. DANGEROUS MATERIALS. Tenant shall not keep or have on the Demised Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Demised Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. This shall not include the types of articles or items which are ordinarily used in a business setting but which may be considered dangerous, flammable or explosive.
16. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublet all or any part of the Demised Premises. This prohibition of sublease or assignment does not apply for any assignment or transfer: (a) to any present or future subsidiary, affiliate, or parent of Tenant; or (b) to any successor in interest of the entire business or Tenant as a result of merger, consolidation, purchase, assignment, or operation of law. In no event will Tenant be required to obtain the consent of Landlord for any name change of Tenant. In such event as described in this paragraph, Tenant must notify Landlord of such change in a timely manner.
17. TAXES. Tenant shall have no responsibility to pay any share of common area maintenance charges, real estate taxes or such similar taxes which may be assessed upon Landlord as part of any applicable Lease. Landlord shall be solely liable for any and all common area maintenance charges, real estate taxes, or any applicable taxes under the terms of this Lease.
18. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Building in which the Demised Premises exist are partially destroyed in a manner that prevents the conduct of Tenant's business within the Demised Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Landlord shall repair the Building and lease payments shall abate during the period of repair. However, if the damages are not repairable within sixty (60) days, or if the cost of repair is \$100,000 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the Building in which the Demised Premises is a part is condemned, this Lease shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.
19. MECHANICS LIEN. Neither Tenant nor anyone claiming through Tenant shall have the right to file mechanics liens or any other kind of lien on the Demised Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
20. DEFAULT. Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any obligation within thirty (30) days after written notice

of such default is received by Tenant, Landlord may take possession of the Demised Premises without further notice, and without prejudicing Landlord's rights to damages; provided., however that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecuting the same to completion. In the alternative, Landlord may elect to accept a cure of any financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord, including reasonable attorney's fees, if any, by reason of Tenant's defaults.

Landlord shall be in default of this Lease if Landlord fails to fulfill any Lease obligation or term by which Landlord is bound. If Landlord fails to cure any such obligation or term within thirty (30) days after receipt of written notice of such default from Tenant, then Tenant may perform the same for the account of and at the expense of Landlord, and Tenant shall have the right to offset such costs and expenses against rent; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

21. EXCUSE OF PERFORMANCE (FORCE MAJEURE). Notwithstanding anything in this Lease to the contrary, if Tenant shall be delayed or hindered in or prevented from performance of any act required herein by reason of any strike, lock-out, labor dispute, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, failure of power, inability to obtain any material or service, Act of God or other reasons of a like nature not related to the fault of Tenant, then performance of such act by Tenant shall be excused for the period of the delay and the period for the performance of any such act by Tenant shall not be extended for a period equivalent to the period of such delay. Lease payments shall not be excused during such time nor shall the term of this Lease be extended beyond the date set forth herein or subsequently agreed to by both parties in writing.
22. CONDITION SUBSEQUENT. The effect of this Lease shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Tenant do not grant approval of such Lease or the providing of the agreed services, then Tenant shall be released from further obligation under this Lease and agrees to release Landlord from same provided, however, that in such event, Tenant shall pay to Landlord an amount equivalent to three (3) month's rent as liquidated damages and shall also remain liable for all direct damages suffered by Landlord. Landlord shall use its best efforts to mitigate its damages by promptly searching for a replacement tenant which will provide the same services at the same rate as Tenant has agreed.
23. TENANT EMPLOYEES. Tenant agrees that it, its employees, agents and subcontractors and all persons about the Demised Premises under its control, shall and will abide by all regulations promulgated for the operation of the Building by the governing body of

Landlord provided such rules and regulations and any amendments thereto are made available to Tenant at least seven (7) days in advance of the effective date of such rules and regulations and further provided that such rules and regulations do not conflict with any laws or regulations applicable to Tenant's business and do not unreasonably impair E-BRANCH operations. Landlord agrees, to the best of Landlord's ability, to promptly notify Tenant at any time that rules or regulations are going to be enacted concerning the operation of the Building which could affect Tenant and further agrees to coordinate such rules and regulations with Tenant so that any special requirements of Tenant in the conduct of its business shall be taken into consideration prior to enactment by Landlord. Tenant's employees, while working at the E-Branch, shall be entitled to the nonexclusive use the restroom facilities and any break room in the Building provided by Landlord for the convenience of Landlord's employees.

24. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt, postage prepaid, addressed as follows:

TO LANDLORD:

University of Kentucky
Purchasing Division
322 Peterson Service Building
Lexington, Kentucky 40506-0005

TO TENANT:

PNC Bank, National Association
Attn: Retail Leasing Manager
620 Liberty Avenue
Two PNC Plaza, 19th Floor
Pittsburgh, Pennsylvania 15222

Such addresses may be changed from time to time by either party by providing notice as set forth above.

25. AUTHORITY OF PARTIES. Landlord and Tenant each warrants that it is authorized and empowered to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.
26. BINDING OF SUCCESSORS. All terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and to their successor and assigns and legal representatives.
27. CONSENT NOT UNREASONABLY WITHHELD. All consents, permissions and approvals require or permitted by Landlord hereunder shall be in writing and shall not be

withheld, conditioned or delayed unreasonably.

28. NO JOINT VENTURE. Nothing contained in this Lease shall be deemed or construed by the parties hereto by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Landlord and Tenant.
29. CONSTRUCTION. The titles of the sections or paragraphs of this Lease are for the convenience of the parties and shall not bind or limit any of the terms or provisions of this Lease. Whenever the context of this Lease requires, the neuter gender includes the masculine or the feminine, and the singular number includes the plural.
30. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.
31. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be held to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
32. RECORDING. Neither party shall record this Lease in any form without the prior written consent of the other.
33. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
34. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law
35. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Kentucky (without regard to conflicts of law provisions of the State).

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto be legally bound have hereunto set their hands and seals this 25 day of May, 2017.

PNC Bank, National Association
("Tenant")

By: [Signature]

Name: Nickolas Certo

Title: Exec. Vice President

Date: 5-25-2017

University of Kentucky
("Landlord")

By: [Signature]

Name: Eric N. Monday

Title: Exec. VP for Finance & Administration

Date: 06/06/17

JIF

EXAMINED FOR FORM AND LEGALITY
OFFICE OF LEGAL COUNSEL
UNIVERSITY OF KENTUCKY
BY: [Signature]
ATTORNEY AT LAW