SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Amendment") dated as of September 13, 2012 and effective as of May 1, 2012, (the "Second Amendment Effective Date"), by and between PNC BANK, NATIONAL ASSOCIATION, a national banking association, and successor-by-merger to National City Bank ("Lessor") and BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY ("Lessee").

BACKGROUND

WHEREAS, Lessor and Lessee executed that certain Lease dated July 1, 2006 (the "Original Lease"), as amended by that certain Amendment to Lease dated as of July 12, 2011 (collectively, the "Lease") under which Lessee leases from Lessor approximately 1,150 square feet (the "Leased Premises") in the building known as the Bernhard Center located at 1900 West Michigan Avenue, Kalamazoo, Michigan.

WHEREAS, the term of the Lease expires on May 01, 2012.

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the term of the Lease for an additional sixty (60) month period, commencing May 1, 2012 until April 30, 2017, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged and intends to be legally bound hereby, Lessor and Lessee covenant and agree as follows:

1. The foregoing recitals and definitions are hereby incorporated herein by this reference. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

2. Lessor and Lessee hereby agree that the term of the Lease is hereby extended for an additional sixty (60) month period (the "Extended Term"), commencing on May 1, 2012 (the, "Commencement Date") and expiring on April 30, 2017 (the "Termination Date").

3. The Lease is hereby amended to reflect that from and after the Commencement Date, until, through and including the Termination Date, Lessee shall continue to pay, to Lessor, monthly rent ("Base Rent") for the Leased Premises in the amount of $ per square foot of square feet payable in monthly installments of $ per square foot of Leased Premises based on square feet) commencing on the Commencement Date and continuing on the first day of each month throughout the Extended Term.

4. Within thirty (30) days following execution of this amendment, Lessee, at its sole cost and expense, or Lessor, at its sole cost and expense, may elect to cause the square footage of the Leased Premises to be measured by a licensed architect. In the event such calculation reflects a deviation of more than one percent (1%) from the square footage set forth in paragraph 3, and the other party approves the calculation, this Lease shall be amended to reflect the recalculated square footage and rent shall be adjusted retroactively to the execution date of this amendment.
based on the revised square footage. If the parties do not exercise their right to measure the square footage as provided herein, both Lessor and Lessee hereby acknowledge and agree that each party shall automatically be deemed to have absolutely and unconditionally (i) waived such right, (ii) accepted the square footage calculation as set forth in paragraph 3, and (iii) released and waived any rights the parties may have against one another in the event the square footage calculation set forth in paragraph 3 is different from the actual square footage.

5. The Rent payable by Tenant shall be increased on the Adjustment Date, as defined herein, to reflect any increase in the cost of living, which adjustment shall be determined as follows:

a. The cost of living index to be used is the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, All Items, for the Detroit-Ann Arbor-Flint Metropolitan Area, All Urban Consumers Index, (1982-84 = 100) ("Index").

b. The Adjustment Date shall be defined as May 1 of each year of the Lease Term following the Commencement Date.

c. On the first occurrence of the Adjustment Date following the Commencement Date, the Index for the calendar month one (1) month prior to the Adjustment Date shall be compared to the Index for the calendar month one (1) month prior to the Commencement Date. The Base Rent then payable by Lessee shall be increased by the percentage increase, if any, in the Index. On each anniversary of the Adjustment Date, the Index for the calendar month one (1) month prior to the anniversary date shall be compared to the Index for the calendar month one (1) month prior to the Adjustment Date. The Base Rent payable by Tenant shall be increased by the percentage increase, if any, in the Index.

d. In the event that the Index shall cease to be published, then the successor or most nearly comparable index shall be used.

6. Lessee shall be charged a Common Area Maintenance ("CAM") fee for the first year of the lease term equal the sum of Two Hundred Fifty Dollars ($250) per month. The CAM Charge payable by Tenant shall be adjusted pursuant to paragraph 5 in this amendment. CAM expenses are those expenses reasonably incurred by Landlord with respect to the administration, operation, support, repair and maintenance of the Bernhard Center Common Area including, but not limited to, the following:

a. Janitorial services, including but not limited to window cleaning, and cleaning of public restrooms, stairways, and elevators
b. Maintenance of service area expenses;
c. Collecting, compacting and removing trash;
d. Preparing waste for recycling;
e. Utilities for the Common Area including electricity, gas, water, including chilled and high temperature water consumption for heating, ventilation, and air conditioning;
f. Maintaining and repairing lighting, heating, ventilation, and air conditioning systems, walls, floor coverings, furniture, furnishings,
g. Ceilings, lighting fixtures, and roofs;
h. Elevator maintenance;
i. Landscape and interiorscape maintenance;
j. Electrical/lamp replacement;
k. Plumbing, sewer, fixtures maintenance and repair;
l. Fire/Life/Safety systems maintenance and repair;
m. Pest control management services;
n. General building interior and exterior maintenance;
o. Communication systems services, maintenance, repair and replacement;
p. Security equipment/surveillance expenses;
q. Administration expenses;

7. Section 25 of the Original Lease is hereby amended with the insertion of the following phrase below the phrase “c. Signage”:

“d. Exhibit B: WorkPlace & Student Banking Program”

A true and correct copy of Exhibit B is attached to this Amendment as “Exhibit A” and is hereby deemed to be an integral part of the Lease pursuant to the provisions of Section 25 of the Original Lease.

8. To the extent of any inconsistencies between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall govern and prevail. Except as modified by this Amendment, the Lease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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

10. Each party has the full right, power and authority to enter into this Amendment, and has obtained all necessary consents and resolutions required under the documents governing such party's affairs in order to consummate this transaction. The persons executing this Amendment have been duly authorized to do so and this Amendment and the Lease are binding obligations of each party, enforceable in accordance with their terms.

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

WITNESS/ATTEST

By: Linda A. Agnello
Print Name: Linda A. Agnello
Title: Administrative Asst.

LESOR:

BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: Sandy Steinbach 10/3/12
Print Name: Sandy Steinbach
Title: Assistant Treasurer

LESSEE:

PNC BANK, NATIONAL ASSOCIATION

By: Nicholas P. Kiernan
Print Name: Nicholas P. Kiernan
Title: Sr. Vice President
EXHIBIT A

Copy of Exhibit B – WorkPlace & Student Banking Program

EXHIBIT B

WORKPLACE BANKING & STUDENT BANKING PROGRAM

A. During the Term of the Lease PNC Bank will retain preferred marketing rights to students and shared marketing rights to employees for the purposes of marketing PNC Bank products and services. Notwithstanding the foregoing, as part of the preferred marketing rights to students, PNC Bank will not include the solicitation of credit cards or student loans outside of the PNC Branch.

B. PNC Bank acknowledges that the University’s Athletic Department may have existing agreements, and the right to enter into future agreements, with any financial institution for services or sponsorship. A sponsorship may include, but is not limited to, exclusive advertising opportunities in University’s athletic venues (signage, promotions), ATM locations at University’s athletic venues, media advertising, including but not limited to radio, television, internet, publications and print. Notwithstanding the terms of this Program, the University’s Athletic Department may permit the use of University Marks in conjunction with any existing or future agreement with a financial institution.

C. During the Term of the Lease University will support and promote PNC Bank’s WorkPlace Banking and Student Banking Program. Such support and promotion shall include:

(i) Students:

☐ during each year of the Term, the University may distribute, at its sole discretion and at PNC Bank’s expense, PNC Bank Program materials to the University or home addresses on the New Student List. The University may include other University materials with the PNC Bank Program materials.

☐ each year of the Term permit on-campus tabling by PNC Bank, as mutually agreed to by the parties, which shall include the distribution of Student Banking Program materials at University locations and special University events such as, registration, student fairs, etc, but excluding First Year Experience (FYE) events which shall be coordinated directly between PNC Bank and FYE;

☐ permitting on campus promotions, giveaways, etc. sponsored by PNC Bank;

☐ permitting from time to time on-campus financial seminars pre-approved by University; and

☐ providing a web link from University’s Student Life, Student Affairs, and/or Bernhard Center web sites to a customized site at www.pnc/ and www.pncbank.com/University/apply (on line application). The web link shall be governed by Schedule1 to this Exhibit B, which is attached hereto and incorporated herein by this reference.
(ii) **Faculty/Staff:**
- each year of the Term schedule educational seminars, as mutually agreed to by the parties, at which financial and other relevant banking topics are presented;
- setting up tables in a mutually agreed to areas to offer PNC Bank WorkPlace Banking products and account opening at appropriate University events; and
- such other activities as PNC Bank and University may mutually agree from time to time.

D. **New Student List** shall mean an annual list of newly enrolled incoming first-year students, undergraduate and graduate, at the University who have not opted-out of disclosure of their directory information pursuant to the University’s FERPA policy. The New Student List shall be used by the University at its discretion to mail PNC Bank’s Program materials in advance of the new student moving onto campus and as agreed to between PNC and FYE. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Exhibit B.

E. **Notwithstanding anything to the contrary contained in the Lease, University’s ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights and Privacy Act (FERPA), other applicable laws and regulations, and University’s policies and procedures.**

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SCHEDULE 1
TO “EXHIBIT B”
WEB LINKING AGREEMENT
SCHEDULE 1
TO “EXHIBIT B”
WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”), is effective as of the 1st day of May 2012, (“Effective Date”), and entered into by and between is entered into by and between the Board of Trustees of Western Michigan University, a Michigan constitutional body corporate organized and existing in good standing under the laws and constitution of the State of Michigan, (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”). This Web Agreement is an exhibit to and an integral part of that certain Lease as amended and of even date hereto between University and PNC Bank (the “Lease”). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Lease.

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 specific University Websites, as noted in Section C(i) of Exhibit B, 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 ATM 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 ATM 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 Attachment 1-B, 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 Attachment 1-B to this Schedule 1 to Exhibit B.

(b) University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University’s Marks as set forth on the attached Attachment 2-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 Attachment 2-B to this Schedule 1 to Exhibit B.

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.

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.

**PNC Bank, National Association**

(PNC Bank"

By: [Signature]

Name: Nickolas P. Certo

Title: Sr. Vice President

Date: 10/9/12

**Board of Trustees of Western Michigan University**

("University")

By: [Signature]

Name: Sandy Stemback

Title: Assistant Treasurer

Date: 10/3/12
ATTACHMENT 1-B
TO “SCHEDULE 1 TO EXHIBIT B”
PNC BANK MARKS

1. The 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.
ATTACHMENT 2-B

TO “SCHEDULE 1 TO EXHIBIT B”

UNIVERSITY MARKS

The University marks, logos and other graphics will be provided by the University no later than September 15, 2012.