BANKING SERVICES AGREEMENT

THIS BANKING SERVICES AGREEMENT (this "Agreement") is made this 22 day of August, 2006, by and between XAVIER UNIVERSITY, an Ohio not for profit corporation ("Xavier"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WHEREAS, Xavier desires to grant to Bank certain rights to install, maintain and operate a On-Site Branch and Automated Teller Machines (as hereinafter defined), and certain related rights, in the locations specified below in Section 3, in accordance with the provisions hereinafter set forth (the "License"); and

WHEREAS, Xavier desires to procure the AllCard Program (as hereinafter defined) and have Bank establish and maintain such program and related services in accordance with the provisions hereinafter set forth for the use of Xavier students, faculty, and staff (the "AllCard Program").

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Automated Teller Machine" or "ATM" shall mean an electronic terminal that may perform certain banking functions, including, but not limited to, the following: dispensing cash, coupons, postage stamps and travelers' checks, accepting deposits and loan payments, making transfers between accounts and giving account balances.

1.2 "AllCard Program" shall mean the integration, at Bank's sole cost and expense, of Xavier’s student, faculty and staff identification cards with ATM functionality; and includes the Banking Benefits (as defined in Section 11 hereof) as well as presentation of financial seminars aimed toward educating students, faculty and staff about banking, finances, budgeting, and the use of credit. Bank will absorb all fees associated with processing of credit/debit cards under the AllCard Program.

1.3 "Cash Dispenser" shall mean an electronic terminal or machine, accessible by a card issued by a bank, credit union, thrift or other financial institution, and linked to an account or accounts of a customer of the issuing institution, which may include, but is not limited to dispensing cash withdrawn from an account of a customer.

1.4 "On-Site Branch" shall mean a banking or credit union facility staffed with one or more full-time Bank employees performing Retail Banking Functions, and may include an ATM.

1.5 "Retail Banking Functions" may include those functions typically performed by retail banking facilities, including, without limitation, opening new deposit accounts; originating and making loans; cashing and verifying checks (which service Bank reserves the right to charge a fee to non-Bank customers); taking deposits; offering safe deposit boxes and a night
depository, as space permits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, advising, and confirming letters of credit; offering credit and investment products, and providing such other banking products and services from time to time permitted by applicable law and regulation as Bank may elect to provide. These Retail Banking Functions shall be offered through employees of Bank or it’s wholly owned subsidiaries or affiliates who shall be bound by the same terms and conditions as Bank under this Agreement.

2. **TERM**

2.1 The term of the License granted under this Agreement shall commence on July 1, 2006 and shall terminate seven (7) years thereafter on June 30, 2013 (the “Initial Term”), unless earlier terminated or renewed pursuant to the terms of this Agreement.

2.2 Subject to the terms hereof, this Agreement may be renewed at the discretion of Bank with 120 days written notice prior to the expiration of the Initial Term or any Renewal Term (as defined herein) for three (3) additional successive terms of three (3) years (individually a “Renewal Term” and collectively the “Renewal Terms”). The Renewal Terms shall be on the same terms and conditions as set forth herein, except that the Fee set out in Section 4 below shall be increased to an amount as agreed by the parties, and absent such an agreement by the proposed commencement of the Renewal Term, this Agreement shall terminate.

3. **LOCATIONS**

The License granted under this Agreement shall apply to 2nd Floor, Gallagher Student Center, 3800 Victory Parkway, Cincinnati, Ohio 45207 (the “Building”), as well as the individual ATM(s) located at the Cintas Center, Nieporte Lounge, and the Residential Mall. The area within the Building occupied by the On-Site Branch and the area(s) occupied by the ATM(s) are hereinafter referred to as the “Premises.” The Building is part of a collection buildings and land operated by Xavier, hereinafter referred to as the “Campus.” The AllCard Program shall apply to the entire Campus.

4. **PAYMENT**

4.1 Bank shall pay to Xavier at 3800 Victory Parkway, Cincinnati, OH 45207, an yearly amount, payable in equal monthly installments in advance on the first day of each month (with such payment pro-rated on a daily basis for any partial month), according to the following (the “Fee”):

<table>
<thead>
<tr>
<th>Year of the Term</th>
<th>Yearly Fee</th>
<th>Monthly Fee</th>
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<tr>
<td>1</td>
<td>$75,000.00</td>
<td>$6,250.00</td>
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<tr>
<td>2</td>
<td>$90,000.00</td>
<td>$7,500.00</td>
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<td>3-7,</td>
<td>$100,000.00</td>
<td>$8,333.33</td>
</tr>
</tbody>
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4.2 The Fee shall be payable in equal monthly installments in advance on the first day of each month (such payment shall be pro-rated on a daily basis for any partial month) during the Initial Term and the Renewal Terms, if any.

5. **USE AND OCCUPANCY**

5.1 Bank shall have the right to use and occupy the designated part of the Building for the operation of an On-Site Branch providing Retail Banking Functions and the balance of the Premises at such locations mutually approved by the parties for ATMs providing and ATM services and other purposes allowed by law.

5.2 Xavier shall not use, lease, or permit any area in the Building or Campus to be used by anyone other than Bank to provide Retail Banking Functions except as provided for in this Paragraph 5.2. Xavier, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Site Branch or offering of any services therein by Bank is prohibited. However, ATM's from other institutions are not prohibited.

5.3 Subject to the provisions set forth above, Bank shall have the exclusive banking services relationship related to the AllCard Program on the Campus.

5.4 Bank shall maintain and operate the On-Site Branch in a first-class and proper manner; and shall establish and maintain the AllCard Program in a professional manner. Notwithstanding anything contained herein to the contrary, Bank shall not be in default for failure to operate the On-Site Branch, ATMs, or Cash Dispensers.

6. **BANK'S EMPLOYEES**

6.1 Bank shall comply with and abide by, and cause its employees agents and contractors to comply with and abide by, all reasonable rules and regulations as hereafter may be adopted by Xavier. All persons employed by Bank in or about, or in connection with, the operation of the On-Site Branch shall be Bank's employees for all purposes under this Agreement; provided, however, that it is recognized that security guards and employees of companies which manufacture or service ATM(s), Cash Dispenser(s) or the On-Site Branch, who are not Bank employees, shall be granted access during normal business hours and emergency access on a twenty-four hour basis, to enter the Building for the purpose of servicing, maintaining and otherwise performing services in connection with ATM(s), Cash Dispenser(s), the On-Site Branch, or the AllCard Program. Bank shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and any other insurance, which may be required by law with respect to Bank’s employees, and shall cause all of its agents and contractors to provide the same for its/their employees.

6.2 Bank's employees while working at the Building and on the Campus shall be entitled to use the restroom and break room facilities provided by Xavier for the convenience of Xavier staff. Bank shall be responsible for all acts and omission of its employees, agents, and contractors within the course of their employment. Xavier shall allow Bank’s employees to use parking areas that Xavier has designated as employee or staff parking areas, without charge.
7. IMPROVEMENTS AND ADDITIONS: SIGNS

7.1 Bank, at its sole cost and expense, shall furnish all fixtures, equipment and furnishings which it deems necessary or desirable for the On-Site Branch operations and shall pay any and all costs of modifying the Premises for the installation of its fixtures, equipment and furnishings. Bank shall provide all labor and materials associated with construction of the On-Site Branch, including any and all utility services required to connect the On-Site Branch or ATMs to the building utilities provided by Xavier. Any contrary provision of this Agreement notwithstanding, Bank shall not make any modification of, or attach any substantial fixtures or equipment to, the Premises without Xavier prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

7.2 Xavier shall not be liable for any labor, services or materials furnished or to be furnished to Bank or to anyone holding the On-Site Branch, or any part thereof, through or under Bank and no mechanic's or materialmens' lien shall attach to, or affect Xavier's interest in, the Building, the Premises, or the Campus or any part thereof. In the event a mechanics' or materialmens' lien is filed against the Building, the Premises, or the Campus related to or arising out of any work performed or ordered to be performed by Bank, Bank's agents, employees, or contractors, or materials supplied to them, Bank shall, within thirty (30) days of such default, (1) pay any and all amounts due such lien holder and obtain a recordable release of such lien, (2) release such lien from the record, or (3) obtain a bond from a bonding company acceptable to Xavier guaranteeing payment of the lien and removal of the lien from record. Bank shall indemnify, defend and hold harmless Xavier for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising from the failure of Bank to perform its obligations as set forth in this Section 7.2 and further, for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising out of or resulting from Bank's construction of the On-Site Branch, including, without limitation, any liability due to structural damage to the Building and any liability for personal injuries caused in whole or in part by the acts or omissions of Bank, its contractors or subcontractors, or anyone directly or indirectly employed by Bank.

7.3 Xavier shall permit Bank to place an interior sign package identifying its operations in the vicinity of the On-Site Branch and ATMs, such sign package being of such dimensions and at such locations as Xavier shall determine are reasonable. Exterior building and directional signs of such design and dimensions as Xavier and Bank may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Site Branch and ATM(s) or Cash Dispenser(s). Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and shall be allowed to directional stickers or floor coverings on the floors of the Building or Campus buildings housing the ATMs and/or Cash Dispensers all at locations previously approved by Xavier. Xavier, without cost or expense to Xavier, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that Xavier surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.
7.4 Xavier shall, at its sole cost and expense, provide the Xavier identification cards for its students, faculty and staff (including, but not limited to, card stock and ribbon); provided, however, that Bank shall, at its sole cost and expense, provide all connections and functionality to the identification card program to enable the AllCard Program.

7.5 Bank shall, at its sole cost and expense, comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities in its use and occupancy of the Premises (including, without limitation, the Americans with Disabilities Act) which relate to Bank's operation of the On-Site Branch. If any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Agreement in or at the Building because of any governmental law, order, rule or regulation now or hereafter in effect which is caused from or arises out of Bank's operation of the On-Site Branch and is not a general compliance measure required for the Building, the entire expense thereof, irrespective of when the same shall be incurred or become due, shall be solely the liability of Bank, and Xavier shall not be called upon to contribute thereto. Bank shall construct and maintain, at its sole cost and expense, the On-Site Branch and related improvements in compliance with all applicable governmental laws, orders, rules and regulations now or hereafter in effect.

8. **MAINTENANCE AND REPAIR**

8.1 Bank shall, at its sole cost and expense, maintain the Premises as follows:

8.1.1 Bank shall keep and maintain the On-Site Branch and ATMs in good order and repair, including all equipment installed therein and all electrical or other transmission lines used by Bank for computer data processing and transmission;

8.1.2 Bank shall provide all necessary janitorial services for the On-Site Branch;

8.1.3 Bank shall keep and maintain all interior and exterior signs advertising the On-Site Branch, ATMs or AllCard Program in good working order and condition; and

8.1.4 All ATMs installed at the University pursuant to this Agreement shall meet all industry requirements with respect to software, hardware, and security.

8.2 Xavier shall, at its sole cost and expense, provide the following maintenance and services:

8.2.1 Xavier shall keep and maintain the Building and Campus in good order and repair, including, without limitation, plumbing and electrical equipment (with the exception of computer data processing and transmission lines used by Bank), heating, air conditioning, doors,
windows and all other structural portions of the Building (with the exception of those structural portions installed or revised by Bank). Bank shall be required to receive the prior approval of Xavier before making any changes to the existing duct system.

8.2.2 Xavier shall maintain the Building free and clear of any fixtures, barriers, signs or other obstructions that would unreasonably inhibit the ingress to and egress from the Premises.

9. UTILITIES

Xavier shall furnish at its sole cost and expense, all lighting, electricity, air conditioning and heating to the On-Site Branch only to the extent and in the capacity that such utilities are furnished to and used in the operation of the Building.

10. ADVERTISING, PROMOTION AND PUBLIC RELATION ACTIVITIES BY XAVIER AND BANK

10.1 Both Xavier and Bank recognize that it is in their best interests to promote jointly the business of each other on the Campus. Xavier shall promote the good will and business of Bank on the Campus, and Bank shall promote the good will and business of Xavier on the Campus. In order to further this mutually beneficial relationship, Bank shall have the opportunity to have a quarterly business review with the Director of Auxiliary Services of Xavier in an effort to assess performance to date and further opportunities to serve.

10.2 Both Xavier and Bank may, at their sole cost and expense, advertise the existence and location of the On-Site Branch and the ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. Xavier and Bank grant to each other a non-exclusive, royalty-free license to use the others’ registered and common law trademarks in advertisements promoting the On-Site Branch, ATMs and the AllCard Program pursuant to this Section 10. Nothing herein shall give Xavier or Bank any right, title or interest in the others’ trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, Xavier expressly consents to the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement.

10.3 Bank shall, at times and in a manner approved by the Director of Auxiliary Services of Xavier shall have the right to place its personnel in or near the Premises and/or in the common areas of the Building, from time to time, to educate and distribute information regarding
Bank’s services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt Xavier’s operations.

10.4 **Xavier shall provide** Bank the exclusive right to present financial materials and information in association with the AllCard program at informational “tabling” events or fairs on the Campus. Events are subject to the reasonable approval of the Director of Auxiliary Services, and shall include but are not limited to, the Manresa, Prep Events, and student orientations, including international and MBA/graduate student orientations. Bank and Xavier shall work together to place Bank’s materials and personnel in a convenient and highly visible area at such events, and where applicable, next to the University AllCard materials and personnel.

10.5 Subject to the reasonable approval of the Director of Auxiliary Services, Xavier shall provide all information requested by Bank to further the promotion of the On-Site Branch, ATMs and AllCard Program. Such information shall specifically include the names, addresses (electronic and mailing), and relationship to Xavier of all students (including graduate students), faculty, staff and alumni of Xavier; as well as the names and mailing addresses of the parent(s) of confirmed incoming students at Xavier to the full extent permitted by applicable law. Bank shall use the information provided in this Section 10 solely for the purpose of promoting the On-Site Branch, ATMs, AllCard Program, and Bank’s products and services.

10.6 Xavier shall provide Bank with the opportunity from time to time as Xavier determines appropriate to include promotional mailing materials related to the services provided under this Agreement in informational mailings sent to current or incoming students (including graduate students), alumni, faculty or staff. Bank shall provide the materials to be included in the mailings prior to the deadline for the mailing, as directed by Xavier.

10.7 Nothing in this Agreement shall be construed to obligate Bank to use or patronize the Xavier print shop or purchase any of its supplies or services from Xavier-operated or preferred vendors.

11. **BANKING BENEFITS FOR XAVIER STUDENTS, FACULTY AND STAFF**

11.1 Bank shall be open and operating at the On-Site Branch for the benefit of Xavier students, faculty and staff from 9:00 am to 5:00 pm Monday thru Friday of each week, excluding those days designated as federal holidays, during the fall and spring semesters while classes are in session on the Campus, unless such other hours are agreed upon by Xavier and Bank. Bank reserves the right to institute part-time or reduced hours at the On-Site Branch during any fall, spring, or semester breaks, as well as during the summer months, which hours shall be instituted only after fifteen (15) days written notice to Xavier. Further, Bank’s ATM at the Building shall be available and operational at all times, with the exception of necessary maintenance and repair.

11.2 Bank shall provide those certain benefits described on Exhibit A attached hereto and incorporated herein to students, faculty, staff and alumni, as applicable (the “Banking Benefits”). The Banking Benefits are subject to change from time to time at the discretion of Bank.
11.3 Bank shall assist and support the Xavier payroll department in simplifying the direct-deposit of Xavier payroll or student work-study checks into any individual’s account that utilizes the Banking Benefits and has an open account with Bank.

12. SPONSORSHIP OF XAVIER ACTIVITIES BY BANK

12.1 Bank shall be entitled, at its option and at no additional cost to Bank, to eight (8) one-half (½) page advertisements promoting the Banking Benefits at Xavier, and in the student newspaper of Xavier during each year of the Initial Term and any Renewal Terms. Bank shall follow all guidelines for advertisements set by Xavier.

13. INSURANCE

13.1 Bank shall carry its own personal property insurance. Bank shall also keep in force during the term of this Agreement commercial general liability insurance with respect to its operations, naming Xavier as an additional insured under such policy. The liability limits of such policy shall not be less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damage. Bank shall, at its sole cost and expense, comply with all regulations or orders of its insurance company or companies relating to its operations in the Building. Notwithstanding anything to the contrary contained herein, Bank shall have the right to self-insure in whole or in part any insurance coverage required to be procured or maintained under this agreement.

13.2 Bank further agrees to hold Xavier harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney’s fees) resulting from the activities or business of Bank, any Bank employees or any contractor of Bank. In the event any legal proceeding is brought against Xavier due to any activities or business of Bank, Bank agrees to defend Xavier’s interests at no cost to Xavier. Xavier agrees to hold Bank harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney’s fees) resulting from the activities or operations of Xavier, any Xavier employees or any contractor of Xavier. In the event any legal proceeding is brought against Bank due to any activities or operations of Xavier, Xavier agrees to defend the interests of Bank at no cost to Bank.

14. WAIVER OF SUBROGATION

14.1 Xavier and Bank wish to eliminate the right of either of them to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which any of them may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that:

14.1.1 Xavier and Bank expressly waive every claim which arises or may arise in its favor and against the other during the term of this Agreement of any and all loss of or damage to any of its property located within or upon the Building or Premises, which loss or damage is recoverable under said insurance policies.
14.1.2 Xavier and Bank agree to give to each insurance company which has
issued to it policies of fire and extended coverage insurance written notice
of the terms of this mutual waiver and to have said insurance policies
properly endorsed (if necessary) to prevent the invalidation of said
insurance coverages by reason of this waiver and (if requested) to give to
the other party a certificate from its insurance company to that effect.

15. TAXES

Bank shall pay all taxes (including, but not limited to, real estate taxes) assessed by any
taxing authority because of its banking operations, or use of the Premises and shall pay all
personal property taxes assessed on its fixtures, equipment and machinery located in the
Building. Bank shall also pay any license or other fee incident to the conduct of its business
whether billed directly to Bank or to Xavier. Xavier agrees to forward to Bank all tax bills, Fee
notices, and the like that are payable by Bank but received by Xavier, promptly upon their
receipt. In the event that any unapportioned tax assessed against Xavier includes property of
Bank, other than real estate taxes, Bank shall pay such portion of the tax as the value of such
Bank property that was included in Xavier assessment at the time of the assessment bears to the
total value of the property assessed in the Building.

16. DEFAULT; TERMINATION

16.1 If Bank (a) fails to make the payments required under Section 4 above or any
other charge provided for hereunder when the same is due, and the same is not paid within thirty
(30) days after written notice to Bank; (b) breaches any other warranty or covenant of this
Agreement and either (i) fails to remedy same within thirty (30) days after written notice of such
breach, or (ii) if the breach is one that is not capable of being cured within thirty (30) days, fails
to commence such remedy within thirty (30) days after written notice of such breach and to
thereafter diligently pursue such remedy to completion, then Xavier, in addition to all other
remedies available at law or in equity, may declare this Agreement terminated and Bank shall
thereupon promptly vacate the Premises within one hundred twenty (120) days.

16.2 If Xavier breaches any warranty or covenant of this Agreement and either (a) fails
to remedy same within thirty (30) days after written notice of such breach, or (b) if the breach is
one that is not capable of being cured within thirty (30) days, fails to commence such remedy
within thirty (30) days after written notice of such breach and to thereafter diligently pursue such
remedy to completion, then Bank, in addition to all other remedies available at law or in equity,
may declare this Agreement terminated and Bank shall thereupon promptly vacate the Premises
within one hundred twenty (120) days. Notwithstanding anything to the contrary contained
herein, if a default by Xavier is material in nature (i.e. substantially interferes with Bank’s
operations at the Premises), Bank shall be entitled to cure such default after three (3) days notice
to Xavier, and to set off any reasonable costs thereof against the Fee.

16.3 Anything in this Agreement to the contrary notwithstanding, in the event Bank
shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if it or its
interest hereunder shall be levied upon or sold under execution or other legal process, or in the event Bank is closed or taken over by the authority of the United States, or other government supervisory authority, Xavier may terminate this Agreement only with the concurrence of such governmental authority or other supervisory authority, and any such authority shall in any event have the election either to continue or terminate this Agreement; provided, however, that in the event this Agreement is terminated in whole or in part by such governmental or supervisory authority in such circumstances, the maximum claim of Xavier for damages or indemnity for injury resulting from the rejection or abandonment of the remaining term of this Agreement shall in no event be in an amount exceeding the Fee for the year next succeeding the date of the surrender of the Premises to Xavier, or the date of re-entry into the Premises by Xavier, whichever occurs first, whether before or after the closing of the On-Site Branch in the Premises, plus an amount equal to the unpaid Fee accrued up to such date.

16.4 In the event that Xavier’s use or operation of the Building or Campus materially changes, Bank may terminate this Agreement upon at least one hundred twenty (120) days prior written notice.

16.5 The terms, covenants and conditions of this Agreement shall be subject and subordinate to any written agreement in force as of the date of this Agreement regarding the Cintas Center or the Xavier Athletic Program (collectively the “Existing Agreements”). Any conflicting terms contained in any such Existing Agreements, excluding any future amendments thereto, shall control and shall not cause Xavier to be in default hereunder. Notwithstanding the foregoing, Xavier represents and warrants to Bank that there are no Existing Agreements that would prevent Bank from operating or doing business as contemplated under this Agreement.

17. POSSESSION UPON TERMINATION

Immediately upon the expiration or earlier termination of this Agreement, Bank will deliver possession of the location occupied by the On-Site Branch in the Building to Xavier broom clean and in as good a condition as when Bank received the same on the date of this License Agreement, except for any ordinary wear and tear from reasonable use or damage by fire or other casualty not caused by the negligence, willful or intentional misconduct of Bank, its employees, agents, or contractors. Any equipment, fixtures or improvements in the Premises at the time the bank delivers possession shall become the property of Xavier.

18. CASUALTY

If the Building is destroyed or damaged by fire or other casualty and Xavier elects not to rebuild all or any portion of the Building, then this Agreement will terminate upon Xavier’s written notice to Bank of its election and such termination will be effective as of the date of the fire or casualty. If Xavier elects to repair the Building, the Fees and other charges payable hereunder will abate proportionately during repair and restoration to the extent that Bank is unable to occupy and use the Premises. In the event that the Premises or On-Site Branch is damaged to the extent that Xavier and Bank agree that the On-Site Branch cannot be occupied for one hundred eighty (180) days or more following the date of such damage or destruction, Bank will have the right and option to terminate this Agreement by giving written notice to
Xavier within thirty (30) days following the date of the damage or destruction. If this Agreement is not terminated, Bank shall be responsible for restoring, at its expense, all fixtures, equipment, furniture and any structural modifications made by Bank to the Premises and Building for the installation of the On-Site Branch. Notwithstanding the foregoing, in the event such fire or other casualty is caused in whole or in part by Bank, its employees or contractors, Bank shall not have the option to terminate this Agreement.

19. **CONDEMNATION**

If the entire Building is taken or condemned (or sold in lieu of a taking) by a condemning authority, this Agreement may be terminated at the option of the Bank. If a portion of the Building not including the Premises is taken or condemned or sold in lieu of a taking, then Xavier shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to Bank. If a portion of the Building including any portion of the Premises is taken, condemned, or sold in lieu of condemnation, then Bank shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to Xavier. All awards made by reason of condemnation shall be made to Xavier, and Bank shall assign to Xavier all its rights, title and interest in and to any such award. Xavier shall, however, pay Bank any portion of an award which is allocated to improvements to the Building made by Bank. Also, if any award includes an amount of compensation for moving fixtures, Bank will be entitled to a portion of such amount, not to exceed Bank’s actual cost of removing its fixtures, based upon the cost incurred by Bank compared to the total cost incurred by Bank and Xavier for removal of fixtures.

20. **SUBORDINATION**

This Agreement is and shall be subject to any lease and any mortgage now upon the Building or hereinafter entered into with respect to the Building to the same extent as Xavier. Bank shall, upon the request of Xavier, execute any and all instruments necessary to evidence such subordination of this Agreement to the lease or any such mortgage.

21. **RIGHT OF ENTRY OR INSPECTION**

Xavier and its respective duly authorized representatives will have the right to enter the On-Site Branch at all reasonable times upon reasonable prior notice and, subject to Bank’s reasonable security concerns, for the purposes of:

21.1 Inspecting the conditions of same, and making such repairs, alterations, additions, or improvements thereto as may be reasonably required if Bank fails to do so as required hereunder (but Xavier will not have any duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements except to the extent expressly provided in this Agreement); and

21.2 Exhibiting the same to persons who may wish to purchase, mortgage, or lease the Building.
22. **ASSIGNMENT, SUBLICENSING; TRANSFER; OR CHANGE IN CONTROL; AND SALE OF BUILDING**

22.1 This Agreement and the rights granted hereunder cannot be assigned or transferred or sublicensed in whole or in part by Bank without the prior written consent of Xavier, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Bank requires the assignment or transfer of this Agreement due to any changes in its operating entity caused by merger, sale, acquisition, consolidation or operation of law, Xavier hereby expressly consents thereto. Bank shall be obligated to deliver written notice of such assignment or transfer within thirty (30) days thereof.

22.2 In the event that Xavier assigns, transfers, leases, or subleases in whole or in part its interest in the Building and in connection therewith assigns this Agreement, Xavier shall be released from its obligations under this Agreement occurring after the effective date of such assignment. Xavier shall deliver written notice of such assignment or transfer within thirty (30) days thereof.

23. **REMODELING OF A BUILDING**

23.1 Bank recognizes that Xavier may, from time to time, wish to remodel or enlarge the Building or the buildings where ATMs are located to accommodate it operations and Bank consents to such possible changes, subject to the provisions of this Section 23.1. In the event a remodeling or enlargement affects the location or operations of the On-Site Branch or ATMs, Xavier agrees to provide written notice to Bank one hundred twenty (120) days in advance of the commencement of any remodeling activities within the Building and discuss its plans for remodeling with Bank. If the On-Site Branch or any ATM must be moved to another location within the Building or Campus, Xavier shall not designate a location of substantially less floor area or materially poorer visibility than the current Premises and Xavier will pay all costs for the relocation of the fixtures of Bank, including electrical lines, telephone lines, air conditioning vents, equipment and improvements. Notwithstanding anything to the contrary Bank shall have the option to terminate this agreement upon one hundred twenty (120) days written notice to Xavier if any relocation of the On-Site Branch is going to take place.

24. **SECURITY**

It shall be Bank's obligation to provide security for the On-Site Branch. Bank acknowledges that Xavier is not an insurer of any On-Site Branch, and that Xavier does not undertake to provide any security for any On-Site Branch, and Bank hereby releases Xavier from any claims, loss or damage that it might sustain by virtue of a robbery or anticipated robbery or theft or anticipated theft. Bank further agrees to indemnify, defend, and hold Xavier harmless for any claim, loss, action, or charge of expense (including reasonable attorneys’ fees) by reason of a robbery or theft of a On-Site Branch or an attempted robbery or theft at any On-Site Branch. Subject to reasonable rules and regulations of Xavier, Bank shall have the right to have a security guard who is an employee of Bank or contracted third party vendor in the Building at all times. No security guard may be armed without the advance written approval of the Xavier Chief of Police or the Chief’s supervisor.
25. **RIGHTS REGARDING ADDITIONAL FINANCIAL SERVICES**

   Xavier shall notify Bank if Xavier or its affiliates (such as the Xavier Alumni Association) seeks to add any financial services, including ATM services or Xavier-branded debit or credit cards ("affinity" cards), on the Campus during the Initial Term or Renewal Terms of this Agreement. and Bank will be given the opportunity to submit proposals to provide such services but nothing contained herein shall restrict Xavier’s right to contract with others for the provision of such additional services.

26. **CAPTIONS**

   The captions of the several sections for this Agreement are not part of the context hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

27. **SEVERABILITY**

   Each provisions contained in this Agreement shall be independent and severable from all other provisions contained herein and the invalidity of any such provision shall in no way affect the enforceability of the other provisions.

28. **GOVERNING LAW**

   This Agreement is deemed to have been executed in the State of Ohio and it is agreed that any controversy or claim arising or relating in any way to this Agreement shall be governed and controlled by the internal law, and not the law of conflicts, of the State of Ohio.

29. **BINDING EFFECT**

   This Agreement shall be binding upon and shall inure to the benefit of Xavier and Bank and their respective legal representatives, successors and assigns.

30. **NOTICES**

   All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or with reputable overnight delivery service (i.e., Federal Express, UPS or Airborne Express), addressed as follows:

   (a) If to Xavier, then to: Auxiliary Services 3800 Victory Parkway Cincinnati, OH 45207-4641 Attn: Tom Barlow

   With a Copy to J. Richard Hirte’, Sr. VP. For
Financial Administration
Xavier University
Mail Location 4521
3800 Victory Parkway
Cincinnati, OH 45207-4641

(b) If to Bank, then to:
U.S. Bank National Association
9633 Lyndale Avenue South
Bloomington, MN 55420
Attn: Daniel Hoke

With a Copy to:
U.S. Bank National Association
470 N. Kirkwood Road
St. Louis, MO 63122
Attn: Whitney Bright

The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided herein. 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. Failure to send a courtesy copy of a notice shall not affect a notice if otherwise properly given.

31. CONFIDENTIALITY

Bank and Xavier each acknowledge that each party may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

32. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

33. ENTIRE AGREEMENT

The parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to Bank’s rights and licenses expressed herein. Except as provided herein, there are no promises, agreements or understandings, whether oral or written, between them regarding such matters other than as set forth herein. It is further agreed
that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties. **IN WITNESS WHEREOF**, the parties hereto have this Agreement to be duly executed and delivered on or as of the date first set forth at the beginning of this Agreement.

**XAVIER UNIVERSITY**

By: [Signature]
Name: John R. Hirtz
Title: Sr. Vice President for Financial Administration
Date: 18 August 2006

**U.S. BANK NATIONAL ASSOCIATION**

By: [Signature]
Daniel H. Hoke
Title: SVP, On-Site Branch Banking
Date: August 22, 2006
EXHIBIT A

BANKING BENEFITS

For Students (with active Bank checking account):

1. No minimum balance and no monthly maintenance fee
2. FREE first order of Standard style U.S. Bank checks (qty. 150) or 50% off other styles
3. FREE Internet Banking at usbank.com
4. FREE Internet Bill Pay
5. FREE Online Statements
6. FREE U.S. Bank Check Card
7. FREE U.S. Bank withdrawal and deposit transactions at over 4,500 U.S. Bank ATMs
8. 4 FREE non-U.S. Bank ATM transactions per month**
9. FREE unlimited check writing
10. Checking That Pays Reward Programs
11. Canceled checks held for safe keeping
12. Banking attached to University AllCard

For Faculty, Staff and Alumni (with active Bank checking account):

1. FREE checking, with interest
2. Banking attached to the University or Alumni AllCard
3. FREE initial order of standard style U.S. Bank checks (qty. 150) or 50% off other styles.
4. FREE Money Market savings account with no minimum balance requirements and no monthly maintenance fee
5. 50% continuous discount on the rental of a safe deposit box of any size
6. Receive a 1/4% bonus interest rate on a CD with a term 1 year or greater (Not applicable to promo CD's)
7. No service charge for U.S. Currency Travelers Cheques (Not applicable on Cheques For Two)
8. FREE personal financial consultation
9. No monthly service fee and no minimum balance
10. FREE Internet Banking
11. FREE Online Statements
12. FREE Internet Bill Pay
FIRST AMENDMENT TO BANKING SERVICES AGREEMENT

THIS FIRST AMENDMENT TO BANKING SERVICES AGREEMENT (the “Amendment”) is made as of November 18th, 2011, between Xavier University (“Xavier”) and U.S. Bank National Association, a national banking association (“Bank”).

A. Pursuant to the Banking Services Agreement dated as of August 22, 2006 (the “Agreement”), Xavier licensed to Bank certain space on the 2nd Floor of the Gallagher Student Center, 3800 Victory Parkway, Cincinnati, Ohio for the operation of an On-Site Branch, along with certain locations on Campus for the operation of ATMs, as more particularly described in the Agreement (the “Premises”).

B. Xavier and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Xavier and Bank agree as follows:

1. **ATM Locations.** The definition of Premises as set forth in Section 3 of the Agreement, is hereby amended below to reflect the current location of the ATMs on Campus:

<table>
<thead>
<tr>
<th>ATM Location</th>
<th>Location Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch ATM</td>
<td>3800 Victory Parkway, Cincinnati, OH 45207</td>
</tr>
<tr>
<td>Kuhlman Hall</td>
<td>3743 Ledgewood Dr, Cincinnati, OH 45207</td>
</tr>
<tr>
<td>Smith College of Business</td>
<td>3743 Ledgewood Dr, Cincinnati, OH 45207</td>
</tr>
<tr>
<td>Hoff Residence Hall &amp; Dining Facility</td>
<td>1625 Herald Avenue, Cincinnati, OH 45207</td>
</tr>
</tbody>
</table>

2. **Authority.** Xavier and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.

3. **No Existing Defaults.** Xavier and Bank represent and warrant that there are currently no defaults by either party under the Agreement.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.

5. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.
6. Defined Terms. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

WHEREFORE, Xavier and Bank have executed this Amendment as of the date first above written.

Xavier University:

By: [Signature]
Print Name: John A. Merce
Title: Director, Purchasing

U.S. Bank National Association:

By: [Signature]
Print Name: Dena L. Kao
Title: [Title]

By: [Signature]
Print Name: [Name]
Title: [Title]
SECOND AMENDMENT TO BANKING SERVICES AGREEMENT

THIS SECOND AMENDMENT TO BANKING SERVICES AGREEMENT (the "Amendment") is made as of May 23, 2013, between Xavier University ("Xavier") and U.S. Bank National Association, a national banking association ("Bank").

A. Pursuant to the Banking Services Agreement dated as of August 22, 2006, and First Amendment to Banking Services Agreement dated November 18, 2011 (collectively, the "Agreement"), Xavier licensed to Bank certain space on the 2nd Floor of the Gallagher Student Center, 3800 Victory Parkway, Cincinnati, Ohio for the operation on an On-Site Branch, along with certain locations on Campus for the operation of ATMs, as more particularly described in the Agreement (the "Premises").

B. Xavier and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Xavier and Bank agree as follows:

1. **Term.** The parties agree and acknowledge that Bank has validly exercised the first of three (3) options to extend the Term of the Agreement. The Term of the Agreement shall be extended for a period of three (3) years commencing on July 1, 2013, and terminating on June 30, 2016 ("First Extension Term"). Except as otherwise amended herein, all terms and conditions shall remain the same.

2. **Fee.** During the First Extension Term, the Fee shall be as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Annual Fee</th>
<th>Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>07.01.13 - 06.30.14</td>
<td>$100,000.00</td>
<td>$8,333.33</td>
</tr>
<tr>
<td>07.01.14 - 06.30.15</td>
<td>$103,000.00</td>
<td>$8,583.33</td>
</tr>
<tr>
<td>07.01.15 - 06.30.16</td>
<td>$106,090.00</td>
<td>$8,840.83</td>
</tr>
</tbody>
</table>

3. **Lost or Stolen ALL Card Procedure.** To the extent not already in place, Bank shall establish a method for dealing with lost or stolen ALL Card. All debit cards linked to Xavier student customer account must be deactivated upon notification from customer that card was lost or stolen. Bank shall have a toll-free number, available 24 hours a day, seven days a week, for reporting lost or stolen cards.
4. **Improvements and Additions: Signs.** Section 7.4 shall be deleted in its entirety and replaced with the following:

The Bank, at its sole cost and expense, shall provide Xavier identification cards for its student, faculty, staff and alumni. This includes all costs associated with the pre-printed card stock, although not to exceed $2,000.00 per year, for both the ALL Card and Alumni ALL Card. In order to collect these costs, Xavier shall submit invoices to Bank showing their actual costs and number of cards printed. Bank shall pay reimbursement within thirty (30) days of receipt of invoice. Card stock shall meet requirements for functionality and card durability standards as reasonably set forth by University.

5. **Advertising, Promotion and Public Relations Activities by Xavier and Bank.**

The following shall be added to the end of Section 10.4:

From time to time, Bank may be asked to support the operational initiatives of the University, including but not limited to distribution of pre-printed ID cards and card services marketing material to new students.

6. **Banking Benefits for Xavier Students, Faculty, and Staff.** The following shall be added as Section 11.4

1.4 Bank shall work with University to provide education in banking and financial matters to the University community, primarily the student body. Topics may include, but are not limited to, checking and savings accounts, electronic banking, budgeting, establishing credit and managing credit cards, credit reports and scores, and identify theft. Bank shall conduct a minimum of two (2) sessions each academic semester.

7. **Authority.** Xavier and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.

8. **No Existing Defaults.** Xavier and Bank represent and warrant that there are currently no defaults by either party under the Agreement.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.

10. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.

11. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.
WHEREFORE, Xavier and Bank have executed this Amendment as of the date first above written.

Xavier University:

By: ____________________________
Print Name: ROBERT A. MUNSON
Title: VICE PRESIDENT FOR FINANCE

U.S. Bank National Association:

By: ____________________________
Print Name: Dan Hok
Title: SVP DIVISION MANAGER

By: ____________________________
Print Name: NEIL DAVIS
Title: CORP. COUNSEL - V.P.
THIRD AMENDMENT TO BANKING SERVICES AGREEMENT

THIS THIRD AMENDMENT TO BANKING SERVICES AGREEMENT (the “Amendment”) is made as of July 31, 2016 (the “Effective Date”), between Xavier University (“Xavier”) and U.S. Bank National Association, a national banking association (“Bank”).

A. Pursuant to the Banking Services Agreement dated as of August 22, 2006, First Amendment to Banking Services Agreement dated November 18, 2011, and Second Amendment to Banking Services Agreement dated May 23, 2013 (collectively, the “Agreement”), Xavier licensed to Bank certain space on the 2nd Floor of the Gallagher Student Center, 3800 Victory Parkway, Cincinnati, Ohio for the operation on an On-Site Branch, along with certain locations on Campus for the operation of ATMs, and Bank agreed to provide the AllCard Program to University, as more particularly described in the Agreement (the “Premises”).

B. Pursuant to the United States Department of Education’s release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations (referred to as the “New Regulations”), University and Bank desire to amend the Agreement to reflect the necessary contractual changes required by the New Regulations to the current Agreement. The parties agree that the provisions of this Amendment are to supersede any conflicting terms in the Agreement.

C. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

D. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University and Bank agree as follows:

1. BANKING SERVICES.

   a. ID Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services (dormant ATM card) or the standard ID Card with Banking Services. All students with open Bank checking accounts are able to activate the ATM/PIN based POS functionality on the standard ID Card, for no additional fee.

   b. Account Features. Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATM’s on Xavier’s campus will be free of
transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

c. **Reporting.** Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, and will include the mean and median of the actual costs incurred by student account holders.

2. **ADDITIONAL TERMINATION RIGHTS.**

a. **Complaints.** Xavier will complete and share with Bank a biennial due diligence review of student complaints associated with Bank’s accounts that Xavier has received in connection with this Agreement. The first such due diligence review will occur within two years after the Effective Date. After joint review Xavier may terminate the ID Card and/or Banking Services offered by Bank upon 90 days’ notice to Bank if Xavier determines that number of complaints were excessive. Any termination of services under this section shall not affect the operation of the on-site branch bank.

b. **Fees.** Upon the Effective Date, and prior to each due diligence review, Bank will provide written notification to Xavier of all commonly assessed fees for Bank’s student checking account in connection with this Agreement. Xavier will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. The first such due diligence review will occur within two years after the Effective Date. After joint review Xavier may terminate the ID Card and/or Banking Services offered by Bank upon 90 days’ notice to Bank if Xavier determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services. Any termination of services under this section shall not affect the operation of the on-site branch bank.

c. **Termination for Change in Law.** Bank may cease providing ID Card and/or Banking Services at any time with 90 days’ notice to Xavier without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unreasonably unprofitable or will be commercially unduly restrictive to the business of Bank or will require commercially unreasonable burdensome capital contributions or expenditures by Bank. Any cessation of services under this section shall not affect the operation of the on-site branch bank.
3. **Compliance with New Regulations.** Bank will make a commercially reasonable effort to assist University in their compliance with the New Regulations.

4. **Original Agreement Ratified and Affirmed.** Except as set forth above, Bank and Xavier intend to be legally bound the Agreement and Addendum are ratified and affirmed in all respects.

[Signature Page to Follow]
WHEREFORE, Xavier and Bank have executed this Amendment as of the date first above written.

Xavier University:

By: ____________________________
    Marcel etn Am et
Print Name: Marcel etn Am et
Title: Executive VP & CFO

U.S. Bank National Association:

By: ____________________________
    [Signature]
Print Name: Amy Anderson-Vall
Title: Corporate Banking SVP

By: ____________________________
    [Signature]
Print Name: Neil Davis
Title: Corp Counsel V.P.