

**FIRST AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the University Banking Services Agreement (the “First Amendment”) is made and entered into this 20th day of April 2022, (the “First Amendment Effective Date”), by and between Temple University of the Commonwealth System of Higher Education, with principal offices at 1330 West Berks Street, Suite 300, Philadelphia, PA 19122 (“University”) and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, (“PNC Bank”). This First Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment and the Agreement constitute a single revised Agreement. All capitalized terms used in this First Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated September 1, 2020 (the “Agreement”);

WHEREAS, PNC Bank and University have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this First Amendment.

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

1. Section 3(b)(ii) of the Agreement is deleted in its entirety, and replaced with the following:

PNC Bank will pay to University an annual Royalty calculated as follows:

The sum of:
 - (i) Three Hundred Five Thousand Five Hundred Fifty (\$305,550) dollars; AND
 - (ii) One Hundred Six (\$106) dollar for each new Account opened in the immediately preceding calendar year.
2. Three (3) ATMs operating under the Agreement shall be removed from the University campus. These are the ATMs located in Paley Library, Student Activities Center #1, and White Hall (numbered 8, 10 and 13, respectively in the original Schedule “A” to Exhibit “A” of the Agreement). For clarity, Schedule “A” to Exhibit “A” of the Agreement shall be deleted in its entirety and replaced with the attached Schedule “A” to Exhibit “A”.
3. Schedule “A” to Exhibit “A” of the Agreement is amended by deleting item 17 (“TBD”).
4. All provisions of the Agreement not specifically mentioned in this First Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

SIGNATURES ON FOLLOWING PAGE

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: Matthew D. Evans
Matthew Evans

Title: Senior Vice President

Date: 4/20/2022

Temple University
("University")

DocuSigned by:
By: Jan M. Kent
Jason G. Henrich

Title: Associate Vice President for Budget

Date: 4/19/2022

**SCHEDULE A
TO “EXHIBIT A”**

ATM LOCATIONS

University hereby licenses to PNC Bank the right to have installed, 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.

PNC’s proposal included moving two current, low-volume ATMs to the east side of campus, at locations to be determined. In addition, the proposal included adding one new cash-dispensing ATM to the west side of campus at campus locations that are mutually agreed upon; these changes will occur at PNC’s expense.

	Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder
1	Liacouras Center 1776 N. Broad St Philadelphia, PA 19121	Temple University	No	N/A
2	Temple - Ambler Learning Center 580 Meetinghouse Rd Ambler, PA 19002	Temple University	No	N/A
3	Temple - Barnes & Noble 1700 N. Broad Street Philadelphia, PA 19121	Temple University	No	N/A
4	Temple - Cecil B Moore 1300 CB Moore Ave Philadelphia, PA 19122	Temple University	No	N/A
5	Temple - Hardwick Hall 2029 N Broad Street Philadelphia, PA 19122	Temple University	No	N/A
6	Temple - Klein Law Building 1719 N Broad Street Philadelphia, PA 19122 THIS WILL BE MOVED TO A LOCATION ON EAST SIDE OF CAMPUS	Temple University	No	N/A
7	Temple - Morgan Dining Building 1700 N Broad Street Philadelphia, PA 19122	Temple University	No	N/A
8	Removed			
9	Temple - Student Activities Center #02 1755 N 13th St Philadelphia, PA 19122	Temple University	No	N/A
10	Removed			
11	Temple - Student Faculty Center 3401 N. Broad Street Philadelphia, PA 19122	Temple University	No	N/A
12	Temple Pearson McGonigle 1800 N Broad St	Temple University	No	N/A

	Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder
	Philadelphia, PA 19122			
13	Removed			
14	Broad & Tioga #01 3401 N Broad St Philadelphia, PA	Temple University	No	N/A
15	Broad & Tioga #02 3401 N Broad St Philadelphia, PA 19140	Temple University	No	N/A
16	Broad & Tioga 3401 N Broad St Philadelphia, PA 19140	Temple University	No	N/A

Nothing in the contract between University and any landlord prohibits University from entering into this Master License Agreement.