

ON-SITE BRANCH BANK LICENSE AGREEMENT

THIS ON-SITE BRANCH BANK LICENSE AGREEMENT (this "Agreement") is made effective as of July 1, 2019 (the "Effective Date"), by and between UNIVERSITY OF SAN DIEGO ("University"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WHEREAS, Bank currently operates an On-Site Branch Bank on Campus pursuant to existing agreements;

WHEREAS, Bank and University are concurrently entering into a ID Card and Banking Services Agreement;

WHEREAS, in consideration of the mutual promises and subject to the terms and conditions set forth herein, University hereby grants to Bank certain rights to continue to maintain and operate an On-Site Branch Bank (as hereinafter defined), and certain related rights, in the location specified below in Section 3, in accordance with the provisions hereinafter set forth (the "License").

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 Intentionally deleted.

1.2 "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an account or accounts of a customer of the issuing institution, which includes, but is not limited to dispensing cash withdrawn from an account of a customer.

1.3 "On-Site Branch" shall mean a banking facility staffed with one or more full-time Bank employees performing Retail Banking Functions.

1.4 "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; taking deposits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, advising, and confirming letters of credit; and providing such other banking products and services from time to time permitted by applicable law and regulation as Bank may elect, in its sole discretion, to provide. Bank shall have no obligation to cash checks for non-customers. These Retail Banking Functions shall be offered through employees of Bank or its 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, 2019, and shall terminate on June 30, 2024 (the "Initial Term" or "Term"), unless earlier terminated or renewed pursuant to the terms of this Agreement.

2.3 Subject to the terms hereof, Subject to the terms hereof, Bank shall have two (2) mutual options to extend the term of the Agreement for additional five (5) year terms. Bank shall exercise its option to extend by providing 180 days written notice prior to the end of the then current term or extension term. University shall respond within thirty (30) days approving or denying the extension. Failure by University to respond shall be considered an approval. During any Extension Term, all of the terms and conditions of the Agreement shall remain unchanged.

3. LOCATIONS

3.1 The License granted under this Agreement shall apply to approximately 550 square feet of space that Bank currently occupies at the Hahn University Center, 5998 Alcala Park, San Diego, California (the "Building"), as shown on the attached plans in Exhibit A. The area within the Building occupied by the On-Site Branch is hereinafter referred to as the "Premises." The Building is part of a collection buildings and land operated by University, hereinafter referred to as the "Campus."

4. PAYMENT

4.1 Consideration for this Agreement shall be the mutual obligations of both parties set forth herein, along with the obligations as set forth in the concurrent ID Card and Banking Services Agreement.

5. USE AND OCCUPANCY

5.1 Bank shall have the right to use and occupy the Premises for the operation of an On-Site Branch providing Retail Banking Functions and other purposes allowed by law.

5.2 University 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.

6. BANK'S EMPLOYEES

6.1 Bank shall comply with and abide by, and cause its employees to comply with and abide by, all reasonable rules and regulations as hereafter may be adopted by University. 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 service 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 the On-Site Branch. 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.

6.2 Bank's employees while working at the Building shall be entitled to use the restroom, lactation (if any) and break room facilities provided by University for the convenience of University employees. Bank shall be responsible for all acts and omission of its employees, agents, and contractors within the course of their employment. University shall provide bank with two (2) parking spots in the parking garage adjacent to the On-Site Branch at no charge to Bank.

7. IMPROVEMENTS AND ADDITIONS; SIGNS

7.1 Bank currently occupies the Premises in accordance with an existing agreement, and shall take the Premises in its current condition. Any contrary provision of this Agreement notwithstanding, Bank shall not make any structural modification of, or attach any substantial fixtures or equipment to, the Premises without University prior written approval, which shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding Bank shall be allowed to install a wireless internet system within the On-Site Branch for use by Bank employees, customers, and invitees.

7.2 University 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 materialmen's lien shall attach to, or affect University interest in, the Building or any part thereof. In the event a mechanics' or materialmen's lien is filed against the Building 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 University guaranteeing payment of the lien and removal of the lien from record. Bank shall indemnify, defend and hold harmless University 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 University shall permit Bank to place an interior sign package identifying its operations in the vicinity of the On-Site Branch, such sign package being of such dimensions and at such location as University shall determine are reasonable. Exterior and directional signs of such design and dimensions as University and Bank may mutually agree upon shall be allowed

to be maintained on the Building and throughout the Campus for the On-Site Branch. Further, Bank shall be entitled to be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for University's employees or invitees. University, without cost or expense to University, 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 University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs. All of Bank's current signage is hereby consented to by University.

7.4 Bank shall, at its sole cost and expense, comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities and all USD policies 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 University 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 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 in good working order and condition.

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

8.2.1 University shall keep and maintain the Building 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 University before making any changes to the existing duct system.

- 8.2.2 University 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

University 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 UNIVERSITY AND BANK

10.1 Both University and Bank recognize that it is in their best interests to promote jointly the business of each other at the Building. University shall promote the good will and business of Bank at the Building, and Bank shall promote the good will and business of University at the Building. In order to further this mutually beneficial relationship, Bank and University shall have an "Annual Campus Banking Review" to assess performance to date and further opportunities to serve.

10.2 Both University and Bank may, at their sole cost and expense, advertise the existence and location of the On-Site Branch established pursuant to this Agreement in such media and in such manner as each deems appropriate. University 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 pursuant to this Section 10. Nothing herein shall give to the University and 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.

10.3 Bank shall, at times and in a manner approved by the University 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 University's operations.

10.4 University shall provide, in University's sole discretion, all information as reasonably requested by Bank to further the promotion of the On-Site Branch, including promotional mailings. Bank shall use the information provided in this Section 10 solely for the purpose of promoting the On-Site Branch, Card Program, and Bank's products and services.

11. INSURANCE

11.1 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 University 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 University 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.

11.2 University shall obtain and keep in full force and effect commercial general liability insurance covering injury, death, disability or illness of any person, or damage to property, occurring on Campus or in the building, with liability limits equal to or greater than the minimum limits for the liability insurance to be carried by Bank under this Section. University shall also maintain fire and so-called "all risk" property insurance in an amount equal to the replacement cost of the Building, including Building standard tenant improvements. University shall have no obligation to insure Bank's personal property in the Premises.

11.3 Bank further agrees to hold University 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 University due to any activities or business of Bank, Bank agrees to defend University interests at no cost to University. University 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 University, any University employees or any contractor of University. In the event any legal proceeding is brought against Bank due to any activities or operations of University, University agrees to defend the interests of Bank at no cost to Bank.

12. WAIVER OF SUBROGATION

12.1 University 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:

12.1.1 University 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 covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.

- 12.1.2 University 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.

13. TAXES

Bank shall pay all taxes assessed by any taxing authority because of its banking operations, 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 University. University agrees to forward to Bank all tax bills, license fee notices, and the like that are payable by Bank but received by University, promptly upon their receipt. In the event that any unapportioned tax assessed against University 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 University assessment at the time of the assessment bears to the total value of the property assessed in the Building.

14. DEFAULT; TERMINATION

14.1 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 University, 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 eighty (180) days.

14.2 If University 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 eighty (180) days. Notwithstanding anything to the contrary contained herein, if a default by University 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 University, and to set off any reasonable costs thereof against the License Fee.

14.3 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, University 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 University 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 License Fee, without acceleration, for the year next succeeding the date of the surrender of the Premises to University, or the date of re-entry into the Premises by University, whichever occurs first, whether before or after the closing of the ON-SITE BRANCH in the Premises, plus an amount equal to the unpaid License Fee accrued, without acceleration, up to such date.

14.4 In the event that University's use or operation of the Campus materially changes, Bank may terminate this Agreement upon at least one hundred eighty (180) days prior written notice.

14.5 Should, during the term, University outsource their financial aid returns to a third party other Bank, Bank shall have the right to terminate this agreement on thirty (30) days prior written notice. University must give U.S. Bank written notice upon entering into a contract with said third party provider. The parties may use the thirty (30) day period to, in good faith, renegotiate the terms of the License. If the parties are unable to come to terms, the License shall terminate

14.6 Bank may terminate this Agreement at any time with 120 days' notice to University without liability, except for prior action that may result in a claim or any existing claims, 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 unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

15. INTENTIONALLY DELETED

16. 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 University 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 University.

17. CASUALTY

If the Building is destroyed or damaged by fire or other casualty and University elects not to rebuild all or any portion of the Building or to terminate the Lease pursuant to its rights thereunder, then this Agreement will terminate upon University written notice to Bank of its election and such termination will be effective as of the date of the fire or casualty. If University elects to repair the Building, the License 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 University and Bank agree that the On-Site Branch cannot be occupied for 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 University 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.

18. 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 University 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 University. All awards made by reason of condemnation shall be made to University and Bank shall assign to University all its rights, title and interest in and to any such award. University 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 University for removal of fixtures.

19. 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 University.

Bank shall, upon the request of University, execute any and all instruments necessary to evidence such subordination of this Agreement to the Lease or any such mortgage.

20. RIGHT OF ENTRY OR INSPECTION

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

20.1 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 none of such entities, except University for its obligations under this Agreement, will have any duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements); and

20.2 Exhibiting the same to persons who may wish to purchase, mortgage, or lease the Building.

21. ASSIGNMENT, SUBLICENSING; TRANSFER; OR CHANGE IN CONTROL; AND SALE OF BUILDING

21.1 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 University, 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, University hereby expressly consents thereto. Bank shall be obligated to deliver written notice of such assignment or transfer within thirty (30) days thereof.

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

22. REMODELING OF A BUILDING

22.1 Bank recognizes that University may, from time to time, wish to remodel or enlarge the Building to accommodate its operations. In the event a remodeling or enlargement affects the location or operations of the On-Site Branch, University agrees to provide written notice to Bank one hundred eighty (180) days in advance of the commencement of any remodeling activities within the Building and discuss its plans for remodeling the Building with Bank. If the On-Site Branch must be moved to another location within the Building, University shall not designate a location of substantially less floor area or materially poorer visibility than the current premises, University 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 eighty (180) days written notice to University if any relocation of the On-Site Branch is going to take place.

23. SECURITY

It shall be Bank's obligation to provide security for the On-Site Branch. Bank acknowledges that University is not an insurer of any On-Site Branch, and that University does not undertake to provide any security for any On-Site Branch, and Bank hereby releases University 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 University harmless for any claim, loss, action, or charge of expense (including reasonable attorneys' fees) by reason of a robbery or theft of an On-Site Branch or an attempted robbery or theft at any On-Site Branch.

24. 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.

25. 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.

26. 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.

27. GOVERNING LAW

This Agreement is deemed to have been executed in the State of California 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 California.

28. BINDING EFFECT

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

29. 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 emailed, 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 University, then to: University of San Diego
5998 Alcala Park
San Diego, CA 92110
Attn: Kelly Douglas, General Counsel

(b) If to Bank, then to: U.S. Bank National Association
602 Madison Avenue
Covington, KY 41011
Attn: On-Site Administration

With a Copy to: U.S. Bank National Association
800 Nicollet Mall, 21st Floor
Minneapolis, MN 55402
Attn: Corporate Real Estate Counsel

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.

30. CONFIDENTIALITY

University acknowledges that Bank is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and any other material or information that is either marked as confidential or, if disclosed orally, must be disclosed as confidential at the time of disclosure and followed by writing within thirty (30) days summarizing the Confidential Information. Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar information of like nature and to use such Confidential Information only as permitted under this Agreement. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the

other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed under operation of law. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree that unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.


31. 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.


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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.

UNIVERSITY OF SAN DIEGO

By: 
Name: ANDRE MALLIE
Title: AVP AUX SERVICES
Date: 10-23-2018

U.S. BANK NATIONAL ASSOCIATION

By: 
Amy C. Hurd
Executive Vice President, U.S. Bank
Date: 10/15/2018

By: 
Title: VICE PRESIDENT
Date: SEPT 28, 2018

PREMISES

