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**THE OHIO STATE UNIVERSITY and
THE HUNTINGTON NATIONAL BANK
AFFINITY AND LICENSE
AGREEMENT**

This Affinity and License Agreement (the "Agreement") is made this 2nd day of February, 2012 (the "Effective Date") by and among The Ohio State University, including all affiliates and other entities over which The Ohio State University now, or at any time during the Term, has control or authority or which have agreed to be bound by the Agreement, The Ohio State University Alumni Association, Inc. (collectively referred to herein as "OHIO STATE"), and The Huntington National Bank ("Huntington"), each a "Party", and collectively "the Parties".

WITNESSETH:

WHEREAS, OHIO STATE and Huntington are parties to the Ohio Stadium Scoreboard Sponsorship Agreement, with a term ending August 31, 2016, the Sponsorship Agreement for the Schottenstein Center with a term from July 1, 2008 to June 30, 2016, and the Trademark License Agreement with a term coterminous with that of the Sponsorship Agreement for the Schottenstein Center (collectively the "Current OHIO STATE/Huntington Agreements"); and

WHEREAS, the Parties agree that this Agreement, and the expansion of the OHIO STATE/Huntington relationship to include the provision of banking and other services by Huntington to OHIO STATE, additional marketing opportunities, and the commitment of Huntington to the greater community surrounding the OHIO STATE Columbus campus, is mutually beneficial to the Parties; and

WHEREAS, the Parties intend that the commitments made in this Agreement shall be interpreted broadly to fulfill the intent of the Parties to expand the relationship opportunities available to Huntington as the Official Consumer Bank of OHIO STATE.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

1. **Referenced Schedules.** The Parties agree that the Schedules referenced in this Section, and those additional Schedules that may be added later by written agreement of the Parties (collectively the "Schedules"), contain the detail of each of the specific elements that embodies this overall Agreement. Each Schedule is hereby incorporated by this reference. The continuation of each Schedule is material to this Agreement. Any conflict in terms in a Schedule with those in this Agreement shall result in those contained in this Agreement taking precedent unless the intention otherwise is expressly stated in the Schedule.

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Schedule 1.1: On-Campus Branch License Agreement

Schedule 1.2: On-Campus Automated Teller Machine ("ATM") License Agreement

Schedule 1.3: Consumer Financial Services

Schedule 1.4: Commercial Financial Services

Schedule 1.5: Data Files

Schedule 1.6: BuckID Card Services Program and Other Affinity Programs

Schedule 1.7: Marketing Opportunities

2. Definition of Consumer Financial Services. The term "Consumer Financial Services" as it is used throughout this Agreement shall mean, without limitation, all consumer and wealth management services examples of which include, services offered through on-campus bank branch locations, ATMs, a student banking program, the BuckID student card, checking accounts, savings accounts, and investments, as may now or hereafter are offered by Huntington. The parties specifically agree that insurance products and services are excluded from the definition of Consumer Financial Services for the purpose of this Agreement.
3. Definition of Commercial Financial Services. The term "Commercial Financial Services" as it is used throughout this Agreement shall mean, without limitation, treasury management services, payroll services, direct deposit, and lockbox services.
4. Huntington Commitments.
 - 4.1. On-Campus Branch. Huntington agrees to operate a full service on-campus bank branch located at a mutually agreed upon prominent location in the new Medical Center building, upon completion of the Medical Center building. The Parties agree to the strategic placement of additional bank branches at locations to be mutually determined by the Parties. Each bank branch shall be subject to the terms contained in a separate retail lease substantially similar to the one attached as Schedule 1.1, which shall be coterminous with this Agreement. To the extent that there is a conflict between the terms contained in this Agreement and Schedule 1.1, the terms of this Agreement shall prevail.
 - 4.2. On-Campus ATM Locations. Huntington will provide full ATM service in or around the Medical Center branch sufficient to ensure convenient access for patrons.

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Huntington agrees that the ATMs placed pursuant to the ATM Rental Agreement – Ohio Stadium, dated March 14, 2002, and the ATM Rental Agreement – Schottenstein Center, dated November 3, 2000, which have expiration dates of August 31, 2041 and October 31, 2038, respectively (the “Pre-existing Huntington/OHIO STATE ATM Agreements”), shall remain in place and shall remain governed by the terms of the Pre-existing Huntington/OHIO STATE ATM Agreements throughout their terms. Huntington further commits to replace approximately twenty (20) currently existing non-Huntington ATMs with Huntington ATMs at or near those locations, as those locations become available. ATM placements not currently under contract shall be subject to a separate ATM Agreement substantially similar to the one set forth in Schedule 1.2, which shall be coterminous with this Agreement.

- 4.3. Student Consumer Financial Services. Student Consumer Financial Services include without limitation, those set forth on Schedule 1.3 and include all consumer deposit, trust and investment services. Huntington agrees to facilitate the provision of Consumer Financial Services to OHIO STATE students through its participation in the OHIO STATE application, enrollment, and financial assistance processes, as well as providing access for Huntington to offer its Consumer Financial Services at student events. Notwithstanding anything in this Agreement to the contrary, any banking relationship entered into during the Term of this Agreement between an OHIO STATE student and Huntington shall be at Huntington’s sole discretion, subject to and governed by then-current applicable Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.
- 4.4. Employee and Faculty Consumer Financial Services. Huntington agrees to offer Consumer Financial Services to OHIO STATE employees and faculty through Huntington’s participation in the employee on-boarding process and other employee-focused offerings that are available from time to time. Employee and Faculty Consumer Financial Services include without limitation, those set forth on Schedule 1.3. Notwithstanding anything in this Agreement to the contrary, any banking relationship entered into during the Term of this Agreement between an OHIO STATE employee or faculty member and Huntington shall be at Huntington’s sole discretion, subject to and governed by then-current applicable Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.
- 4.5. Alumni Consumer Financial Services. Huntington agrees to work with OHIO STATE alumni through outreach programs including without limitation, those set forth on Schedule 1.3, to provide Consumer Financial Services to OHIO STATE Alumni. Notwithstanding anything in this Agreement to the contrary, any banking

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relationship entered into during the Term of this Agreement between an OHIO STATE alumni and Huntington shall be at Huntington's sole discretion, subject to and governed by then-current applicable Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.

- 4.6. OHIO STATE Commercial Financial Services. Huntington shall provide the Commercial Financial Services to OHIO STATE set forth on Schedule 1.4 and those Commercial Financial Services set forth on any later executed Schedule referencing this Agreement, subject to the fees, terms and conditions contained in separate agreements for each Banking Product or Service, which shall be designed to address the special needs of OHIO STATE and subject to the then-current Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.
- 4.7. BuckID Card Program. Huntington agrees to work with OHIO STATE to add functionality to the current multi-purpose campus card known as BuckID to allow it to also provide access to a Huntington checking or other demand deposit account through ATM and/or point of sale transactions. This BuckID Card Services Program is outlined in further detail on Schedule 1.6.
- 4.8. University District Investment and Loan Commitment. Huntington commits to make \$75MM available in loans and \$25MM for investments for use in revitalizing the University District, subject to Huntington's normal underwriting and credit policies, procedures, agreements, rules and regulations. The University District is comprised of the four districts shown on the map attached as Exhibit C. Huntington further commits to provide a banker dedicated to the University District to focus on the Consumer and Commercial Financial Services needs of the area.
- 4.9. Student Education/Internship Commitment. Huntington agrees to work with the OHIO STATE Office of Student Life to provide a minimum of twenty (20) paid internship opportunities annually in various fields to OHIO STATE students. Huntington will collaborate with Fisher College of Business in creating/augmenting special curricula and programs that leverage Huntington expertise. Huntington will collaborate with the OHIO STATE Office of Student Life in the creation of a non-credit financial literacy course for OHIO STATE students, and will provide access to Huntington subject matter experts for speaking engagements and mentoring opportunities.
- 4.10. General Commitment. Huntington will provide all Huntington Consumer Financial Services required under this Agreement through its own resources and through authorized subcontractors and agents of Huntington. OHIO STATE will not

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be obligated to hire, supervise or pay any resources on behalf of Huntington in the provision of Huntington Consumer Financial Services under this Agreement. Unless included in a Schedule hereto, OHIO STATE will not provide any training to Huntington in furtherance on this Agreement. Huntington will furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance under this Agreement. Huntington at all times retains the management of the Huntington Consumer Financial Services, including the exclusive right to control or direct the manner or means by they are provided or performed. Huntington will determine the hours when Huntington will perform the Huntington Services provided under this Agreement, and retains discretion over its schedule when performing Huntington Services on the premises of OHIO STATE, subject to OHIO STATE's normal business hours and security requirements.

5. OHIO STATE Commitments. Subject to the Preexisting Agreements set forth in Exhibit A and described in Section 6, except in the case of the commitments set forth in Section 5.8, which OSU represents are not subject to any Preexisting Agreements, OHIO STATE agrees to the following:
 - 5.1. Official Designation. OHIO STATE agrees to designate Huntington as the exclusive "Official Consumer Bank of The Ohio State University" (the "Official Designation"). This Official Designation shall also include similar designations for all affiliates or other entities controlled by OHIO STATE or unrelated entities that agree to be bound by the Agreement, and shall extend to individual offerings of Huntington (e.g. the Official Consumer Bank of the OHIO STATE Alumni Association"). Huntington may utilize the Official Designation in print and broadcast advertising and other marketing promotions, consistent with the Agreement and any Trademark License Agreement between the parties. OHIO STATE Huntington shall have exclusive affirmative marketing and business rights to use the Official Designation or other similar designation within the Consumer Financial Services category. OHIO STATE agrees to provide OHIO STATE data to Huntington, as set forth on Schedule 1.5 and those marketing related obligations and opportunities as set forth on Schedule 1.7. OHIO STATE represents that to the best of its knowledge after due inquiry there are no agreements currently in place or contemplated that would violate the terms hereof other than as embodied in the agreements set forth on Exhibit A.
 - 5.2. On-Campus Branch. OHIO STATE agrees to provide a prime location within the new Medical Center building currently under construction for Huntington to place a full service bank branch. In addition to this bank branch, OHIO STATE shall provide Huntington no less than three (3) additional prime location options for real estate space sufficient to place additional bank branches on the OHIO STATE Columbus campus, and a minimum of one (1) option located on each OHIO STATE branch

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campus location, or as reasonably requested by Huntington and agreed upon by OHIO STATE and affiliated technical school/college. OHIO STATE further grants to Huntington exclusivity, except as to those rights granted in the agreements set forth on Exhibit A, in the Consumer Financial Service category for on-campus bank branches. Except as to those rights granted in the agreements set forth on Exhibit A, during the term of this Agreement, no other Consumer Financial Service provider will be permitted to operate a bank branch or office on any property owned by OHIO STATE, or property over which OHIO STATE has authority to lease for such purposes. OHIO STATE agrees that the terms of each bank branch lease shall be substantially similar to those contained in Schedule 1.1.

- 5.3. On-Campus ATM Locations. Except for those obligations identified on Exhibit A, OHIO STATE grants to Huntington the exclusive right to place ATMs on OHIO STATE's main and branch campuses. OHIO STATE agrees to permit the replacement of all non-Huntington ATMs currently located on OHIO STATE's campus with Huntington ATMs. OHIO STATE shall provide Huntington the option of no less than five (5) additional prominent locations throughout the Columbus and campus and five (5) additional prominent locations on regional campuses, as optional sites on which Huntington may place additional ATMs. OHIO STATE agrees that the locations made available to Huntington for this purpose shall be prominent and easily accessible by students, employees and faculty.
- 5.4. Ohio Stadium ATM Locations. In addition to the general campus ATM locations, and the ATMs that are subject to the Pre-existing Huntington/OHIO STATE ATM Agreements as referenced in Section 4.2 above, OHIO STATE grants to Huntington the exclusive right to install six (6) ATMs in and around Ohio Stadium and other sports venues at agreed upon locations by Huntington and OHIO STATE. Included in these six (6), OHIO STATE grants Huntington the option to install two (2) ATMs outside of (but not attached or adhered to) Ohio Stadium. Huntington agrees to abide by all OHIO STATE applicable signage and placement policies. No signage provided to Huntington at Ohio Stadium or anywhere else on campus shall contain a comparative or qualitative description of Huntington's products, price information or other indications of savings or value about Huntington's products, any message that otherwise endorses Huntington's products or induces one to purchase or use Huntington's products, or any message that causes Huntington's payments related to such signage to not be treated as "qualified sponsorship payments" as that term is defined in Internal Revenue Code Section 513(i) and related regulations
- 5.5. Student Opportunities. OHIO STATE agrees to integrate Huntington, its relationship with OHIO STATE and its ability to provide Consumer Financial Services to OHIO STATE students, as a feature of its student orientation and enrollment process. OHIO

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STATE agrees to provide access to OHIO STATE students through Huntington's participation in the OHIO STATE application, enrollment, and financial assistance processes, as well as providing access for Huntington to offer its Consumer Financial Services at student events.

- 5.6. Employee On-boarding/Relocation. OHIO STATE agrees to integrate Huntington, its relationship with OHIO STATE and its ability to provide Consumer Financial Services to OHIO STATE employees, as a prominent feature of its employee on-boarding and relocation process.
- 5.7. Marketing Exclusivity. Subject to the rights granted pursuant to the Preexisting Agreements as set forth in Exhibit A and defined in Section 4 below, OHIO STATE grants to Huntington marketing exclusivity within the Consumer Financial Services category at facilities and to organizations that are under the control or authority of OHIO STATE or affiliates that have agreed to be bound by this Agreement. Rights include all marketing and promotional rights related to OHIO STATE, and its individual schools, including, but not limited to, those more specifically set forth on Schedule 1.7. The marketing exclusivity granted in this Agreement to Huntington shall serve to prohibit OHIO STATE from contracting with any other Consumer Financial Services entity, except as expressly permitted herein. Notwithstanding the foregoing, Huntington agrees to permit short term, limited, and non-material advertising or sponsorship opportunities for other Consumer Financial Services entities, subject to the following; (i) OHIO STATE makes good faith effort to notify Huntington no less than thirty (30) days prior to the proposed advertising or sponsorship event. However, the Parties acknowledge that, in each instance, the third party Consumer Financial Services entity shall be precluded from advertising or acting in conjunction with OHIO STATE in any way that would violate the exclusivity granted in this Agreement. In addition to the exclusive rights specifically outlined in this Agreement, OHIO STATE agrees to make best efforts to identify and provide additional marketing opportunities to Huntington related to other organizations or events over which OHIO STATE has influence, but not control.
- 5.8. Buckeye Banking. OHIO STATE shall continue Huntington's exclusive "Buckeye Banking" program throughout the Term, at no additional cost, providing Huntington with the exclusive right to use OHIO STATE Buckeye sports and athletics images and logos on checks, debit cards and credit cards, as well as other media or consumer bank account access devices or processes that may be developed at any time during the Term.
- 5.9. Commercial Financial Services. OHIO STATE agrees to purchase those Commercial Financial Services set forth on Schedule 1.4 exclusively from Huntington. There shall be no exclusivity for Commercial Financial Services not listed on Schedule 1.4.

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- 5.10. Sponsorship Opportunities. In addition to the sponsorship and naming rights elements set forth on Schedule 1.7, and excluding any sponsorship, co-branding or naming rights opportunities regarding the Department of Athletics, OHIO STATE agrees to allow Huntington to identify additional sponsorship, co-branding or naming rights opportunities for OHIO STATE elements or events consistent with this Agreement.
- 5.11. Ongoing Commitment. OHIO STATE agrees that the defined elements in this Agreement are not all inclusive and that it is expected that these elements will change over time. OHIO STATE agrees to designate a single point of contact in order to efficiently manage the total relationship and assist in the coordination of all aspects of this Agreement. OHIO STATE designated single point of contact's duties shall include the ongoing identification of opportunities for Huntington to consider, and assistance with the coordination of all implementation efforts by both Parties. The Parties further agree to coordinate periodic meetings to ensure that the relationship created by this Agreement maintains visibility and continues its momentum throughout the Term.
6. Preexisting Agreements. Subject to the knowledge qualifier set forth in Section 5.1, the Parties acknowledge and agree that the agreements listed on Exhibit A are the only agreements in existence between OHIO STATE, or any entity over which OHIO STATE has control or authority, or any affiliate that agrees to be bound by the terms of the Agreement, and a third party related to (i) the offering of Consumer Financial Services, (ii) rights granted to any entity in the Consumer Financial Services industry, or (iii) the granting of any rights that would be inconsistent to the exclusivity granted in Sections 5.1 through Section 5.8, above (the "Preexisting Agreements"). The continuation of the Preexisting Agreements through the end of their current terms shall not be a breach of this Agreement. OHIO STATE agrees to not renew or otherwise allow any Preexisting Agreements to be extended and will terminate, or allow each of the Preexisting Agreements to expire on the earliest date possible without incurring any financial penalty or causing a breach of the subject agreement. At the time of termination or expiration of each Preexisting Agreement, Huntington shall be given the option to provide the Consumer Financial Services or the sponsorship activities related to the Consumer Financial Services category relevant thereto or to succeed to the benefits that had been the subject of the Preexisting Agreement, in accordance with the terms of this Agreement. For purpose of clarification, and not limitation, at the time that any current branch lease or ATM license listed on Exhibit A is terminated or expires, Huntington will be given the option to replace the current tenant in a new lease or license that would thereafter be subject to the terms of this Agreement. Further, OHIO STATE agrees that upon the expiration of the The Ohio State University Alumni Association, Inc. Affinity Agreement with FIA Card Services, N.A., on June 30, 2012, in accordance with its terms

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Huntington shall succeed to all of the rights previously granted by OHIO STATE to The Ohio State University Alumni Association, Inc., which enable them to enter into this agreement, which may, at Huntington's request, be subject to additional documentation or agreements containing commercially reasonable terms and program descriptions, with the understanding that there will be no separate compensation due to OHIO STATE or other related organizations, except as expressly stated on Exhibit B.

7. Total Compensation. The Total Compensation due to OHIO STATE from Huntington pursuant to this Agreement shall be the sum of the amounts calculated as set forth in Sections 7.1, 7.2, 7.3 and 7.4, below.

7.1. Huntington shall pay a general license fee of \$25,000,000.00 (the "Initial Payment") to OHIO STATE within thirty (30) days of execution of this Agreement;

7.2. Huntington shall pay rent to OHIO STATE for each branch and each ATM on OHIO STATE's main campus in Columbus (other than those currently in place under a separate agreement between OHIO STATE and Huntington) in the amount of \$45 per square foot in the case of a branch lease, and \$1,120 annually per ATM license. For all other locations, Huntington shall pay for each branch and each ATM in an amount to be negotiated in good faith based upon market rates present at the time of execution of the applicable branch lease or ATM license, but which shall in no event be greater than \$45 per square foot in the case of a branch lease, and \$1,120 annually per ATM license;

7.3.



7.4. Upon execution of this Agreement, the fees due pursuant to the Current OHIO STATE/Huntington Agreements shall continue to be due and owing in accordance with their terms.

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8. Term and Termination.

- 8.1. General Term. Unless stated otherwise in the incorporated Schedules, and then only as it relates to that specific Schedule, this Agreement, and each Schedule, shall continue for a term of fifteen (15) years starting on February 12, 2012 (the "Commencement Date") and ending on February 11, 2027 (the "Term"), unless earlier terminated in accordance with the terms of this Agreement. If Huntington provides to OHIO STATE not less than one-hundred eighty (180) days notice prior to the end of the Term of its desire to continue this Agreement beyond its Term, OHIO STATE agrees that it will negotiate the terms of such extension exclusively with Huntington for a period of no less than ninety (90) days. If the Parties are unable to reach an agreement during this period, then OHIO STATE may pursue an agreement with another Consumer Financial Service provider.
- 8.2. Cure Period for Breach of the Agreement. In the event that either Party breaches any of its material obligations under this Agreement, the non-breaching Party may send the breaching Party written notice of default specifying the nature of the breach. The breaching Party shall have thirty (30) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for the breaching Party to cure its performance, the breaching Party shall notify the non-breaching Party in writing of its proposed schedule for performance, and shall commence to cure its performance within thirty (30) days of delivery of the original notice of default. Thereafter, the breaching Party shall diligently proceed to cure the breach, but in no event will the cure period exceed sixty (60) days beyond the receipt of the original notice of the breach. If breaching Party fails to cure within such cure period to the reasonable satisfaction of the non-breaching Party, then the non-breaching Party shall have the right to terminate this Agreement immediately by serving the breaching Party written notice of termination. OHIO STATE acknowledges that the discontinuation of a bank branch may require additional notice or other requirements pursuant to the laws, rules or regulations that govern the operation of a branch by a financial institution, and agrees to cooperate with Huntington with regard to the orderly opening or closing of the branch in accordance with those requirements.
- 8.3. Termination Fee for Early Termination by OHIO STATE. In the event of early termination of this Agreement by OHIO STATE for any reason, Huntington shall be entitled to a termination fee equal to:
- 8.3.1. The unamortized amount of the Initial Payment set forth in Section 6.1 above, calculated by amortizing the Initial Payment on a straight line basis over the Term of the Agreement; and

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- 8.3.2. The unamortized amount of all actual construction labor and material costs incurred by Huntington associated with the construction of any on-campus bank branch applying the same amortization schedule as set forth in Section 7.3.1.

8.4. Termination Fee for Material Breach of Enterprise Exclusivity by OHIO STATE.

The Parties acknowledge and agree that the exclusivity granted herein to Huntington by OHIO STATE is a vital component of this Agreement, and is therefore subject to strict adherence and enforcement. OHIO STATE is prohibited from entering into an enterprise-wide agreement, or multiple agreements that together would approximate an enterprise-wide agreement, with a Huntington Consumer Financial Services competitor that is similar in nature to this Agreement. Failure to comply with the prohibition in the preceding sentence shall be deemed a material breach of enterprise exclusivity. In such case, Huntington may terminate the Agreement and thereupon OHIO STATE shall pay to Huntington a fee equal to a refund of the Initial Payment (\$25,000,000.00), plus the unamortized amount of all actual construction labor and material costs incurred by Huntington associated with the construction of any on-campus bank branch or ATM applying the same amortization schedule as set forth in Section 8.3.1.

- 8.5. Termination Fee for Breach by OHIO STATE. In the case of a breach of this Agreement by OHIO STATE, including without limitation, a breach of exclusivity that does not rise to the level of a breach as described in Section 8.4 above, Huntington may terminate the Agreement and thereupon OHIO STATE shall pay to Huntington the unamortized amount of all actual construction labor and material costs incurred by Huntington associated with the construction of any on-campus bank branch or ATM applying the same amortization schedule as set forth in Section 8.3.1, plus the greater of (i) five million dollars (\$5,000,000.00), or (ii) the unamortized portion of the Initial Payment using the same amortization schedule as set forth in Section 8.3.1.

Remedy for Minor Breach of Exclusivity by OHIO STATE. In the case of a minor breach of OHIO STATE's exclusivity requirement, for example, the inadvertent permitting of one non-Huntington ATM to be located on property under the control of OHIO STATE, or failing to terminate a preexisting agreement not through willful disregard of the obligation of exclusivity created in this Agreement, Huntington will not have the right to terminate this Agreement, provided OHIO STATE cures the breach pursuant to the process set forth in Section 8.2 above.

- 8.6. Default on Payment. Huntington shall be in default hereunder in the event that it fails to make any payment specified in Section 7 above for more than thirty (30) days

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after receipt of written notice from OSU that any undisputed payment is overdue, subject to the right to cure pursuant to Section 8.2.

8.7.

Obligations upon Termination. With respect to checks, debit cards or any other account access device produced incorporating the name and/or trademarks of OHIO STATE, OHIO STATE acknowledges and agrees that there shall be no obligation for Huntington to retrieve those items or devices delivered to its customers prior to the termination of this Agreement. The continued use of such checks, debit cards and other account access devices through their productive life beyond the Term of this Agreement by Huntington's customers is permitted and shall not be a violation of this Agreement.

9. Disclaimer of Warranty. The rights, powers and remedies given to the Parties by this Agreement shall be in addition to, and not in lieu of, all rights, powers and remedies granted to the Parties by virtue of any statute or rule of law; provided, however, that in no event will either Party be liable to the other for incidental, consequential or punitive damages arising out of a breach of this Agreement.
10. Indemnification. To the extent permitted by law, each Party shall indemnify and hold harmless the other Party, its officers, directors, agents and employees from any and all loss, damage or liability that may be suffered or incurred by the injured Party, its officers, directors, agents or employees caused by or arising out of any breach of this Agreement, the use of the others name or marks, or negligent acts or willful misconduct of the other Party, or any liability for fraud or misrepresentation in connection with this Agreement. Huntington understands and acknowledges that the ability of OHIO STATE to indemnify is significantly limited by the Ohio Constitution, O.R.C. Section 2743 and Opinions of the Ohio Attorney General.
11. Assignment. Huntington may not assign its rights hereunder to others, without the express written consent of OHIO STATE, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, such consent shall not be required if Huntington assigns this Agreement to an affiliate or in connection with a merger, or sale of all or substantially all of its stock or assets; provided, (i) the affiliate or surviving entity is not a direct competitor of OHIO STATE, (ii) the affiliate's or surviving entity's assumption of rights under this Agreement would not violate any of OHIO STATE's existing contracts, (iii) the continuation of the Agreement with the entity would not violate any then current regulatory restriction, (iv) the affiliate or surviving entity retains a substantial presence in Ohio, (v) the affiliate or surviving entity retains substantially the same senior management team, and (vi) any such assignee has the financial and other abilities required to perform Huntington's obligations and agrees to be bound in writing to Huntington's obligations under this Agreement.

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12. Rules Violation. OHIO STATE has the right to terminate this Agreement immediately if, in OHIO STATE's reasonable determination, Huntington has materially violated NCAA rules or otherwise taken any action that jeopardizes the eligibility of OHIO STATE's programs or its student-athletes, subject to the payment of the termination fee as calculated pursuant to Section 7.3.
13. Compliance with Law. Huntington shall comply with all applicable state and federal laws in the exercise of its exclusive marketing rights granted under the Agreement, including but not limited to those laws relating to the marketing of financial products to college students.
14. Discrimination. Each Party, in fulfilling the terms of this Agreement, agrees that it will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, disability, or Vietnam Era Veteran's or other Veteran status. This covenant is required pursuant to federal laws and regulations, including Executive Order 11246, laws and regulations of the state of Ohio and the policy of OHIO STATE. Any breach thereof may be regarded as a material breach of this Agreement.
15. Declaration of Material Assistance. Huntington hereby represents and warrants to OHIO STATE that it has not provided any material assistance, as that term is defined in Ohio Revised Code Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization" form found on the Ohio Homeland Security website (currently www.homelandsecurity.ohio.gov/dma). Huntington further represents and warrants that a completed copy of such Declaration will be provided upon request by OHIO STATE. If these representations and warranties are found to be false, this Agreement is void *ab initio* and OHIO STATE shall have the right to pursue all remedies available at law and equity. This provision shall not apply if Huntington is a state agency, instrumentality of the state, or political subdivision of the state.
16. Relationship of the Parties. The Parties shall and remain at all times independent contractors, neither being the employee, agent or representative of the other in their relationship under this Agreement. Nothing in this Agreement shall constitute a legal partnership between the Parties.
17. Public Announcement. The Parties agree to issue a press release in a form to be mutually agreed upon by the Parties. The Parties further agree to publicly announce the execution of this Agreement at a special event put in place solely for that purpose. OHIO STATE

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will ensure that there is significant OHIO STATE executive presence at this event, including without limitation, OHIO STATE President Gordon Gee.

18. Trademark License. OHIO STATE and Huntington agree to enter into a Trademark License Agreement governing the use by Huntington of OHIO STATE marks as contemplated by the Agreement of even date herewith in a form substantially similar to that attached hereto as Exhibit D.
19. Proprietary Information/Trade Secrets. As a public office, OHIO STATE has a statutory obligation to provide all public records upon request, unless such records are specifically exempted from disclosure pursuant to R.C Section 149.43, known as the Ohio Public Records Act. It is Huntington's position that this Agreement is subject to disclosure under the Public Records Act with the exception of Section 7.3, Exhibit B, Schedule 1.5 and Schedule 1.6, which Huntington believes contain certain proprietary and/or trade secret information which is exempt from disclosure under the Public Records Act. Accordingly, Section 7.3, Exhibit B, Schedule 1.5 and Schedule 1.6 shall be clearly marked in a manner to clearly designate that they contain proprietary and or trade secret information and are not subject to immediate release. If OHIO STATE receives a public records request which includes a request for Section 7.3, Exhibit B, Schedule 1.5 and/or Section 1.6, OHIO STATE shall comply with such request, except that it will redact the contents of Section 7.3, Exhibit B, Schedule 1.5 and Schedule 1.6 prior to such disclosure. Upon receipt of such request, OHIO STATE will promptly notify Huntington by contacting David Schamer first by telephone at (614) 480-5556 and by email at david.schamer@huntington.com, then providing notice as required in Section 25. Upon receipt of such notification, Huntington shall promptly take whatever action it deems appropriate to protect Section 7.3, Exhibit B, Schedule 1.5 and Schedule 1.6 from disclosure, including but not limited to initiating litigation in a court of competent jurisdiction. Huntington shall be solely responsible for protection of its own proprietary information and/or trade secrets, and will be responsible for all costs associated with its efforts to protect Section 7.3, Exhibit B, Schedule 1.5 and Schedule 1.6 from disclosure. OHIO STATE agrees to provide assistance as reasonably requested by Huntington in support of its efforts and keep Huntington fully advised as to the status of any such public records requests or its actions related thereto.
20. Data Security. Secure Protection and Handling of Data
 - A. System, Network and Data Security. Huntington, and any third party used by Huntington for the purposes of the Agreement, agrees at all times to maintain system, network and Data security that – at a minimum – includes: network firewall provisioning, intrusion detection, web application firewall, industry standard encryption of confidential information while being transmitted and stored and a robust program to identify and resolve known vulnerabilities that are critical in nature. Access control governed by

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strong, complex password software requirements, automatic password expiration and lockout controls, authenticated password reset and encrypted login and Data transmission using SSL or other industry standard secure transmission protocol. System and network components patched with all appropriate security updates and releases (at a minimum those denoted as critical or high in severity).

Likewise Huntington agrees to maintain network security that conforms to one of the following:

- i. Those standards that OHIO STATE applies to its own network, as found at <http://www.buckeyesecure.Ohio State.edu>;
- ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:
<http://checklists.nist.gov/repository/1023.html> and
<http://checklists.nist.gov/repository/>; or
- iii. An industry recognized comparable standard that Huntington then applies to its own network.

B. Data Storage. Huntington also agrees that any and all OHIO STATE Data will be stored, processed, and maintained solely on designated target servers and that no OHIO STATE Data any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Huntington's designated backup and recovery processes. Huntington agrees to transmit all OHIO STATE Data in encrypted form, and store (including backups) in a secured environme.

C. Data Re-Use. Huntington agrees that any and all Data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Huntington. Huntington further agrees that no OHIO STATE Data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by OHIO STATE.

D. Notice of Data Breach. OHIO STATE shall be notified of any incidents involving a breach of system or Data security involved in transmitting, storing or acting on OHIO STATE Data and will have the right to request and review the reports regarding these security incidents.

E. OHIO STATE Confirmation of Data Security. Upon OHIO STATE request, Huntington shall provide confirmation acceptable solely at OHIO STATE's discretion, of the security of OHIO STATE Data in transmission, storage, or other action as noted above.

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F. **End of Agreement/Insolvency Data Handling.** Huntington also agrees that in the event of its bankruptcy or insolvency, it shall erase, destroy, and render unreadable all OHIO STATE Data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the filing of a Bankruptcy petition, or a determination of insolvency.

G. **Compliance.** Huntington agrees to comply with all applicable laws, including but not limited to FERPA that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification under applicable law ("Notification Event"), Huntington agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend OHIO STATE and its trustees, officers, and employees from and against any claims, damages, or other harm related to any Data breach or Notification Event.

21. **Third Party Rights.** No provision of this Agreement is intended or shall be construed to confer upon or give to any person or entity other than OHIO STATE and Huntington any rights, remedies, or other benefits under, or by reason of, this Agreement.
22. **Proper Authority.** The Parties hereto represent and warrant that the person executing the Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services or grant the rights set forth herein.
23. **Execution.** This Agreement may be executed in counterparts.
24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
25. **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the Party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such Party. Unless hereinafter changed by written notice to the other Parties, any notice to OHIO STATE shall be sent to:

The Ohio State University
108 Bricker Hall
190 N. Oval Mall
Columbus, OH 43210
Attn: Senior Vice President and CFO
Copy to: Senior Vice President and General Counsel

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100 Bricker Hall

Unless hereinafter changed by written notice to the other Parties, any notice to The Ohio State University Alumni Association, Inc. shall be sent to:

The Ohio State University Alumni Association
2200 Olentangy River Road
Columbus, OH 43210-1035
Attn: Andy Gurd, Chief Operating Officer

Unless hereinafter changed by written notice to the other Parties any notice to Huntington shall be delivered or mailed to:

The Huntington National Bank
41 South High Street
Columbus, OH 43287
Attn: David Schamer
Copy to: General Counsel

26. Modifications. It is further mutually agreed that modifications to the Agreement must be in writing and mutually agreed to by authorized representatives for both Parties.
27. Entire Agreement. This Agreement (and the separate Schedules memorializing the specific rights that comprise the set forth herein, and any other documents that are incorporated by reference herein) constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, whether verbal or written.
28. Governing Document. Notwithstanding any provision of this document or any exhibit, Schedule, or schedule to the contrary, in the event of a conflict or inconsistency between the provisions of this Agreement and any other provision of its exhibits, Schedules, or schedules, the provisions of this Agreement shall take precedent, and therefore shall govern.
29. Headings. Section and sub-section headings are solely for the convenience of the reader and are not to be substantively construed.
30. Waiver. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement is sought. Failure to declare a breach or the actual

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waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

31. Governing Law. This Agreement shall be controlled by the laws of the state of Ohio and any dispute arising hereunder shall be resolved in a court of competent jurisdiction in the state of Ohio.

[Signature page follows. No further text on this page.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK

By: _____

Title: _____

Printed Name: _____

Date: February 2, 2012

THE OHIO STATE UNIVERSITY

By: Jim SAK

Title: Senior Vice President + CFO

Printed Name: Geoff Chatas

Date: February 2, 2012

Signature and approval limited to the specific rights and obligations of the party below:

**THE OHIO STATE UNIVERSITY
ALUMNI ASSOCIATION, INC.**

By: _____

Title: _____

Printed Name: _____

Date: February 2, 2012

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EXHIBIT A

Preexisting Agreements

PREEXISTING AGREEMENTS

Address	Building Name	Bank Name	Services	Sq Ft	LEASE BEGIN	LEASE END
1849 Cannon Drive	Drake Center	Fifth Third Bank	ATM only	20	12/1/1998	11/30/2003
2009 Millikin Road	Central Classroom Building	Fifth Third Bank	ATM only	20	1/1/1998	11/30/2003
2400 Olentangy River Road	Fawcett Center	Fifth Third Bank	ATM only	20	12/1/1998	11/30/2003
2110 Tuttle Park Place	The Blackwell Inn	Fifth Third Bank	ATM only	25	6/1/2005	5/31/2007
235 West 11th Avenue	N/A	Chase Bank	Retail/ATM	535	7/1/1996	6/30/1999
1660 Neil Avenue	N/A	Credit Union of Ohio	Retail/ATM	7,384	5/1/2006	8/31/2011
410 West 10th Avenue	Doan Hall	Fifth Third Bank	ATM only	-	12/1/2008	11/30/2013
450 West 10th Avenue	Rhodes Hall	Fifth Third Bank	ATM only	20	12/1/2008	11/30/2013
456 West 10th Avenue	The Hospital Clinic (Cramblett)	Fifth Third Bank	ATM only		12/1/2008	11/30/2013
452 West 10th Avenue	Ross Heart Hospital	Fifth Third Bank	ATM only		12/1/2008	11/30/2013
337 West 17th Avenue	RPAC	Chase Bank	ATM only	20	10/23/2008	10/22/2011
1739 North High Street	Ohio Union	US Bank	ATM only	20	4/7/2010	4/6/2015
1739 North High Street	Ohio Union	US Bank	ATM only	20	4/7/2010	4/6/2015
1739 North High Street	Ohio Union	US Bank	ATM only	20	4/7/2010	4/6/2015
1739 North High Street	Ohio Union	US Bank	ATM only	20	4/7/2010	4/6/2015
1739 North High Street	Ohio Union	US Bank	ATM only	1490	6/8/2010	6/7/2015
660 Ackerman		Fifth Third Bank	ATM only		10/1/2008	11/30/2013
1492 East Broad Street		Fifth Third Bank	ATM only	20	12/1/2008	11/30/2013
2050 Kenny Road		Fifth Third Bank	ATM only	20	10/1/2008	11/30/2013

Non-real estate Agreements

IMG Communications, Inc. /RadioOhio and every contract IMG has with its sponsors for OHIO STATE inventory
University Multi-Media Rights Agreement
Term: July 1, 2009 - June 30, 2019

OSU Alumni Association/ American Insurance Administrators
Insurance Agent of Record Agreement - Alumni Insurance Program
Term: June 1, 2010 - May 31, 2013

OSU Alumni Association/ FIA Card Services, N.A.
Affinity Agreement
Term: April 1, 2010 - June 30, 2012

CBS Interactive and every contract CBS has with its sponsors for OHIO STATE inventory

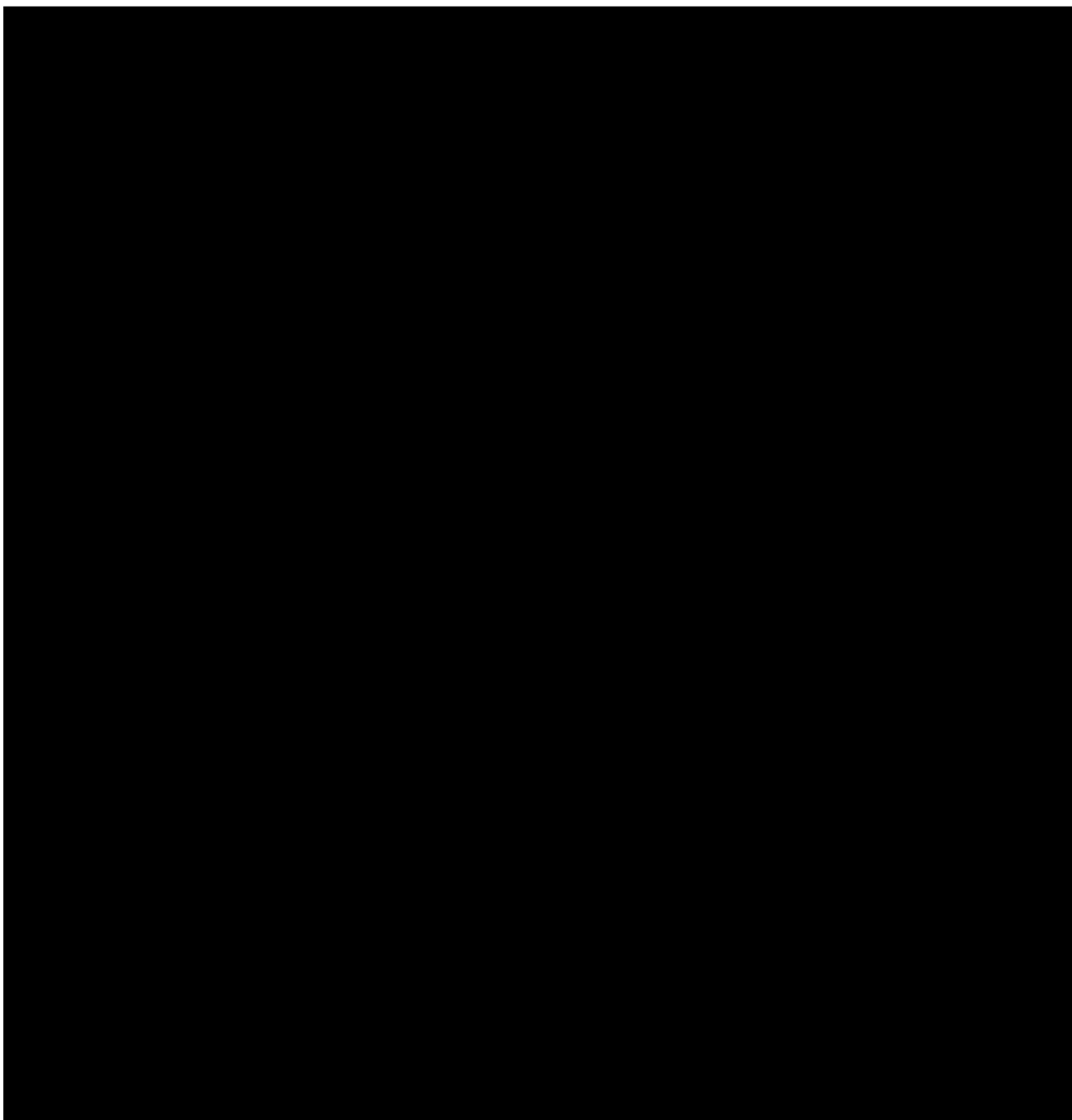
M2Marketing and every contract M2Marketing has with its sponsors for OHIO STATE inventory

Ticketmaster (requirement to use Ticketmaster's preferred credit card processing company)

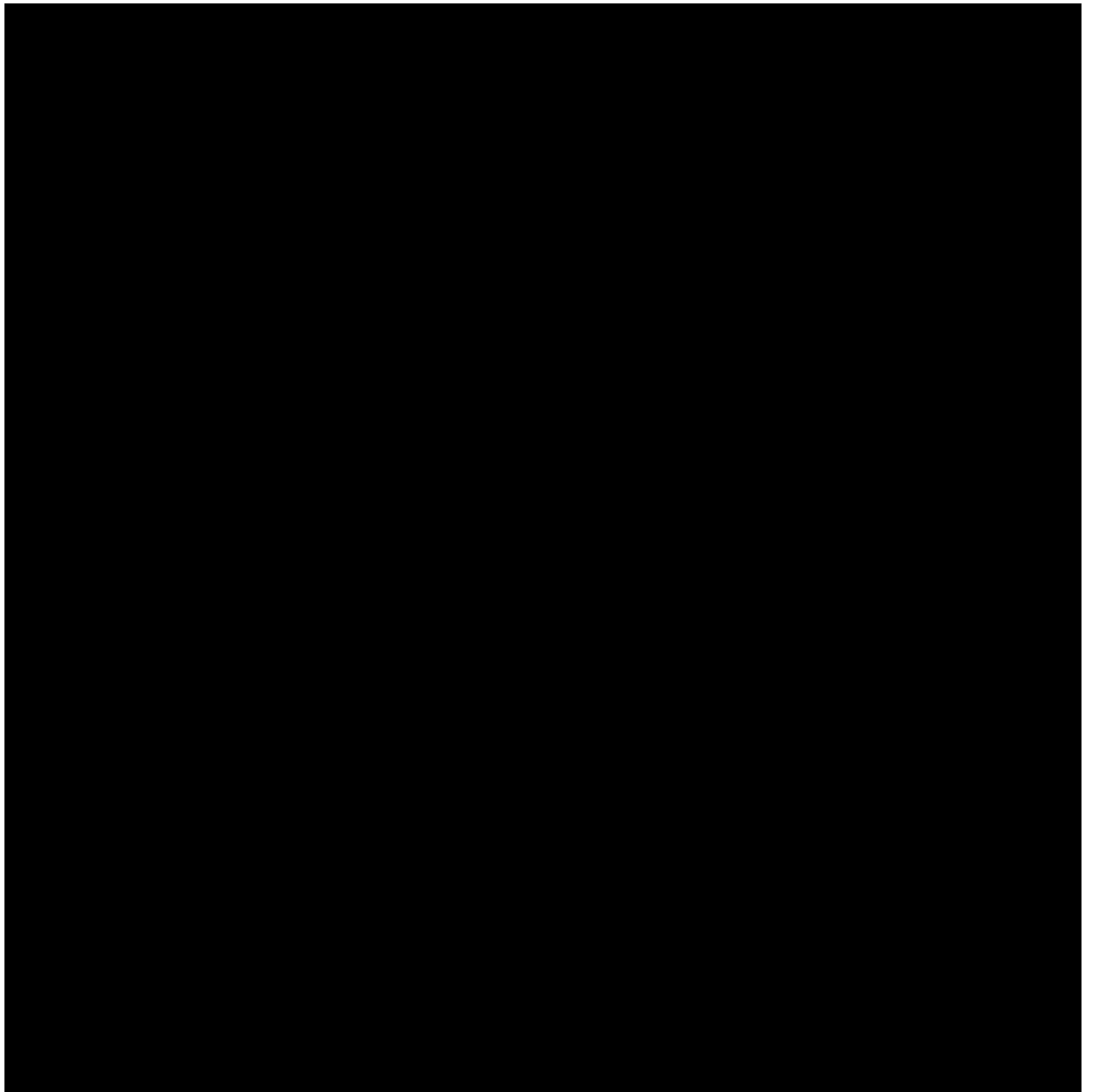
All contracts or other obligations to rent / use University facilities and every contract such tenant has with its event sponsors

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EXHIBIT B

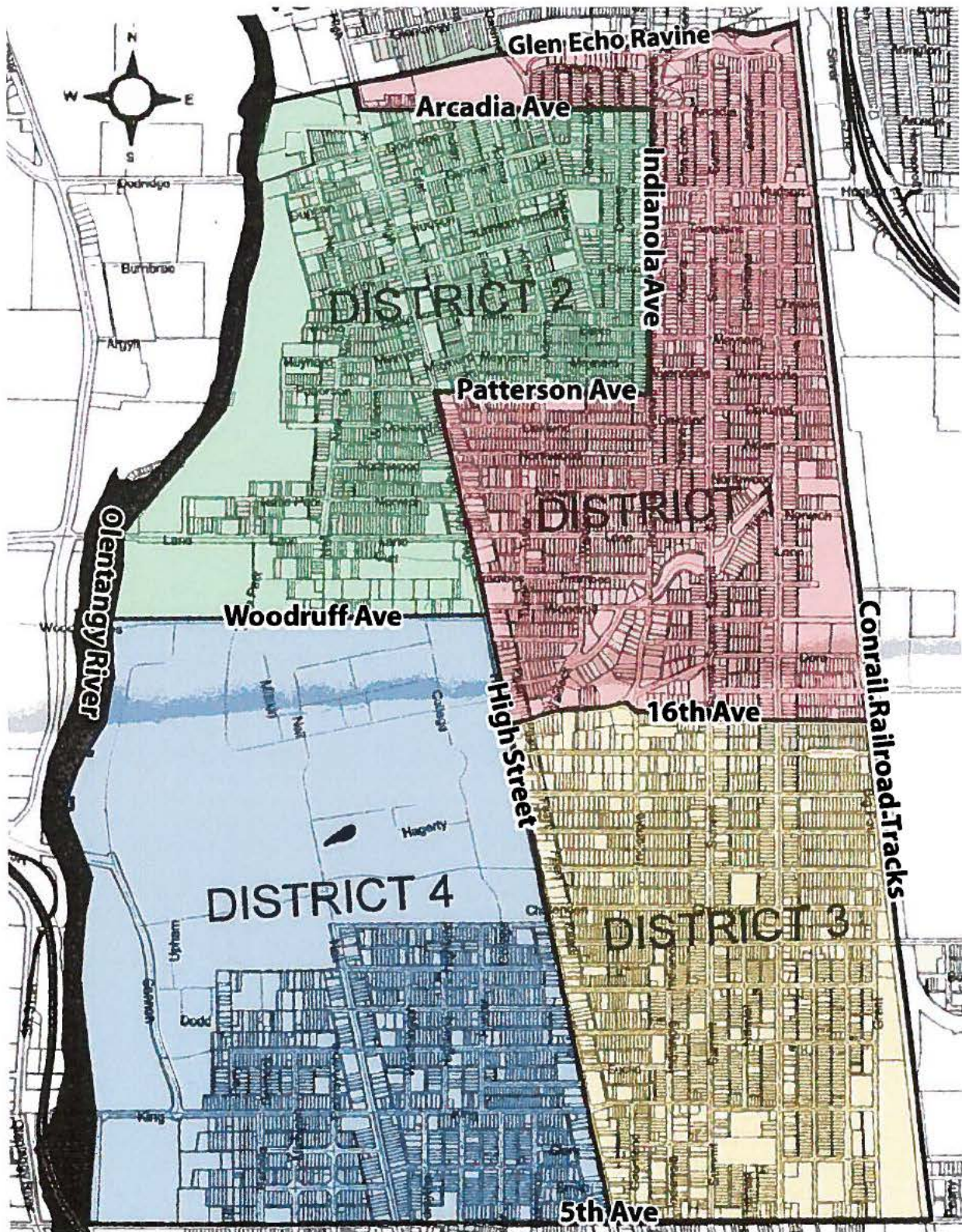


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Exhibit C



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EXHIBIT D

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is by and between The Ohio State University, 1100 Kinnear Rd. Suite 210, Columbus, Ohio 43212-1152, on behalf of its Office of Trademark & Licensing Services (Licensor) and The Huntington National Bank, 41 South High Street, Columbus, Ohio 43287 (Licensee).

WITNESSETH:

WHEREAS, the Licensor is the owner of rights, title and interest in and to certain designations comprising designs, trade names, trademarks, and service marks, including, without limitation, the designations depicted on the camera ready sheets of licensed marks, and other designs, seals, and symbols (hereinafter collectively referred to as "Licensed Marks"), which have come to be associated with The Ohio State University and which will be provided to the Licensee with a fully executed copy of this license agreement;

WHEREAS, the Licensee desires an exclusive right and license to use the Licensed Marks in connection with the production, promotion, distribution and sale of certain of its products and services;

WHEREAS, Licensor and Licensee have entered into a separate Affinity and License Agreement of even date herewith that defines additional rights and responsibilities of the parties (the "Affinity Agreement");

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties agree as follows:

1. GRANT

- (a) Upon the terms and conditions hereinafter set forth, the Licensor grants to the Licensee and the Licensee hereby accepts a revocable, exclusive, non-transferable, royalty-free License to use the Licensed Marks solely on and in association with the production, promotion, distribution and sale of the Licensed Products set forth in Schedule A. Schedule A is incorporated by reference as part of this Agreement.
- (b) This License Agreement shall inure to the benefit of the Licensor, its successors and assigns but shall be personal to the Licensee and shall not be assigned or transferred by the Licensee by operation of law. The Licensee shall have no right to grant any sub-license without the Licensor's prior written approval. Any attempt by the Licensee to arrange for production by an unauthorized third party or to sub-license or assign to third

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parties the rights granted hereunder shall constitute a material breach of this License Agreement.

- (c) The Licensee shall not, without prior written approval from the Licensor, advertise, sell or otherwise market a Licensed Product through direct mail, or catalogue sales to a list of students, parents of students, faculty, staff, alumni, contributors or similar group maintained or compiled by the Licensor.
- (d) Licensee shall have the right to use the slogan "An Official Sponsor of The Ohio State University Athletics Department" on Licensed Products. Licensee does not have the right to use the Licensor's trademarks in any other slogans and agrees to discontinue any such slogans immediately (including retrieving and destroying existing marketing materials using any such slogans).
- (e) With respect to Licensed Products, Licensor acknowledges and agrees that there shall be no obligation for Licensee to retrieve those Licensed Products ordered by its customers prior to the termination of this Agreement. The continued use of such Licensed Products by its customers through their productive life beyond the term of this Agreement or such separate license agreement by Licensee's customers is permitted and shall not be a violation of this Agreement or such separate license agreement.
- (f) All rights not specifically granted to the Licensee under this License Agreement are hereby reserved to the Licensor.

2. TERM

This Agreement shall commence upon its execution date as indicated in Schedule A and shall run until the expiration or termination of the associated Affinity Agreement between Licensor and Licensee.

3. ROYALTY PROVISIONS

[Intentionally left blank]

4. STATEMENTS AND PAYMENTS

[Intentionally left blank]

5. COMPLIANCE REVIEW

- (a) The Licensee shall keep accurate books of accounts and records at its principal place of business as identified in Schedule A covering all transactions relating to this License Agreement.

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The Licensee shall retain such books and records for at least five (5) years or until the licensor reviews them and releases a final report. After this Agreement terminates, the Licensee shall retain such books and records for two (2) years.

(b) The Licensor or its duly authorized representatives shall have the right, at all reasonable hours of the day, to review and make copies of the Licensee's books of accounts and records and all of its other documents and materials relating to the subject matter and terms of this Agreement. This right shall continue for two (2) years following the Agreement's termination.

6. QUALITY CONTROL AND LABOR STANDARDS

(a) The Licensee may not manufacture, sell, promote, or distribute any Licensed Product until it has obtained the requisite written approvals from the Licensor. It is within the Licensor's sole discretion to grant or withhold any approval. The Licensee further understands that it is an essential condition of the validity of this License Agreement and of the validity of the Licensed Marks identified in this License Agreement, as well as being an essential condition for the protection of the high reputation enjoyed by the Licensor, that the Licensed Products produced in association with any of the Licensed Marks be of high and consistent quality subject to the on-going approval and continuing supervision and control of the Licensor.

(b) The Licensee must obtain the Licensor's approval at the following stages:

(i) Before the Licensee commences marketing or manufacturing a proposed licensed Product, the Licensee must submit (at its own cost) complete layouts and descriptions to the Licensor, showing all artwork and exactly where and how the Licensed Marks will be used. The Licensee must do so even as to artwork that the Licensor previously approved on a different Licensed Product. The Licensee may begin manufacturing the Licensed Product only if the Licensor gives its written approval to these layouts and descriptions. If the Licensee fails to obtain the Licensor's approval, use of the unapproved artwork shall constitute a material breach of this agreement and an infringement on the Licensor's trademark.

(ii) Before the Licensee begins to distribute the Licensed Product, the Licensee must submit (at its own cost) one set of production samples of the Licensed Product as it would be produced for sale, along with proposed packaging or wrapping materials and appropriate labels or tags as required by the Licensor. The Licensee may begin distributing the Licensed Product only if the Licensor gives its written approval to this set of production samples.

(c) After the Licensor approves the production samples, the Licensee shall not depart from them in any respect without first obtaining the Licensor's express written approval, following the procedure described in paragraph (b) above.

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- (d) The Licensee shall not promote, distribute, offer for sale or otherwise use any Licensed Product or packaging that is damaged, defective, or seconds or that otherwise fails to meet approval of the Licensor. In the event that the quality of the Licensed Product, artwork or promotional material falls below the previously approved level, the Licensor shall have the right to require the Licensee immediately to discontinue production, promotion, distribution or sale of the offending product, artwork or promotional material and to pull immediately the offending items from the market place.
- (e) The Licensee shall obtain the Licensor's prior written approval in order to have the Licensed Product, or any aspect of it, manufactured in a foreign country.
- (f) To assure that the Licensee is adhering to this Agreement's provisions, Licensee agrees to take commercially reasonable steps to provide authorization for the Licensor or its designees to enter the Licensee's premises and the premises where the Licensed Products are being manufactured during regular business hours, without notice, for the purpose of inspecting the Licensed Products.
- (g) If the Licensor determines that the Licensee has failed to meet or maintain the requisite quality standards as to production, promotion, distribution or sale of any Licensed Products, then the Licensor may send the Licensee written notice to discontinue. Upon receipt of this notice, the Licensee shall immediately discontinue any and all production, promotion, distribution or sale that Licensor identified as substandard.
- (h) As a condition precedent to the renewal of this License Agreement, or at any other time requested by the Licensor, the Licensee shall submit, at its own expense, a production sample of each Licensed Product listed on Schedule A of this License Agreement for the purpose of on-going quality control by the Licensor. Each sample shall be shipped in its usual container with all packaging, tags, instructional and/or promotional materials that usually accompany the Licensed Product.
- (i) The Licensee warrants that no injurious, deleterious, or toxic substances will be used in or on the Licensed Products; that the Licensed Products will be suitable for the purpose for which they are intended to be used and will not cause harm either in their production or in their end-use as instructed and with ordinary care for their intended purpose; and that the Licensed Products will be produced, promoted, distributed and sold in strict compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including, without limitation, any and all applicable labor standards guidelines.
- (j) The Licensee acknowledges the Code of Conduct for Ohio State University Licensees, which is attached hereto and made a part hereof and warrants that the production, promotion, distribution and sale of the License Products will be conducted in accordance with said code. In

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the event that there is a discrepancy between the Ohio State code and the labor standards guidelines mentioned in Section 6(i) of this Agreement, the higher standard shall be observed. The Licensee agrees further to participate in and cooperate with any compliance and monitoring program deemed appropriate in the sole discretion of the Licensor.

(k) The Licensee represents that the Licensed Products will be manufactured solely by the Licensee or for the Licensee exclusively by such independent contractors who agree to use the Licensed Marks in accordance with this Agreement and the Affinity Agreement and for no other purpose.

(l) In the event that any Licensed Products become subject to any order of recall, or the Licensee is otherwise notified of safety or health hazards to the public and/or anyone in the chain of production, promotion, distribution or sale of the Licensed Products, the Licensee immediately shall notify the Licensor, discontinue production of the offending product, seek to recover all such product from distributors and safely destroy all such product recovered or existing in inventory, unless permission to otherwise dispose of the same is obtained in writing from the Licensor. Approval of affected Licensed Product shall be void automatically upon such notice of hazard or recall. The Licensee agrees to comply with requirements of all applicable legally empowered governmental authorities with regard to such hazards or recall.

7. IDENTIFYING LABELS AND DESIGNATIONS

(a) The packaging or mailing that accompanies every individual Licensed Product or the Licensed Product itself must display the Licensee's name. It is sufficient for the Licensee to display its name on a garment label, hanging tag, packaging, accompanying mailing or stick-on label. Every individual Licensed Product must bear the Collegiate Licensed Product label in accordance with the Independent Labeling Program.

(b) If the Licensee fails to display its name on every Licensed Product, the Licensor or its designee may seize any and all noncomplying Licensed Products, and the Licensor shall have no liability for doing so. In addition, the Licensor may terminate this Agreement by giving the Licensee written notice of its intent to do so.

(c) All Licensed Products that bear the Licensed Marks also shall bear the appropriate legends, markings and notices as required by the Licensor. These may include, without limitation, the encircled "R" trademark designation to serve notice of the Licensor's federally registered trademarks or the "TM" designation for all other trademarks owned and licensed by the Licensor.

8. ARTWORK

(a) The form and content of all artwork used by the Licensee on the Licensed Products is subject

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to the prior written approval of the Licensor. All artwork, notwithstanding its creation, development or use by the Licensee, shall be and remain the property of the Licensor (except to the extent that such artwork is separate from and independent of the Licensor's Licensed Marks). All intellectual property rights in such artwork, including all copyright and trademark rights, are by this License Agreement assigned to the Licensor and shall be owned solely and for all purposes by the Licensor. The Licensee represents and warrants that all work on art performed under this License Agreement containing or comprising the Licensor's Licensed Marks shall be performed by the Licensee's employees or such independent contractors who agree to use the Licensed Marks in accordance with this Agreement and the Affinity Agreement and for no other purpose. The Licensee agrees to indemnify and hold harmless the Licensor from all loss resulting from a breach of this warranty.

(b) All such artwork containing or comprising the Licensed Marks and as defined above therefore, in the Licensor's sole discretion, may be registered in the U.S. Copyright Office or in the U.S. Patent and Trademark Office, as appropriate, in the name of the Licensor or, if already registered in the name of the Licensee or its subcontractor, assigned to the Licensor. To that end, the Licensee agrees to and does assign to the Licensor all right, title and interest in such artwork, and in all intellectual property rights in them, and agrees that the Licensor may register, at the Licensor's expense, the assignment in the U.S. Copyright Office or the U.S. Patent and Trademark Office, as appropriate, in the name of the Licensor. The Licensee agrees that it will not at any time assert any right in any such copyright or trademark registered or assigned to the Licensor. Further, to the maximum extent permitted by law, the Licensee waives any moral rights, including the rights of integrity and paternity, that exist now or that may be created in the future with regard to such artwork or the Licensed Marks.

9. OWNERSHIP OF RIGHTS

(a) The Licensor is the sole and exclusive owner of all rights, title and interest in and to the Licensed Marks and nothing in this Agreement shall be construed as an assignment to the Licensee of any such right, title or interest. The Licensee agrees that its use of the Licensed Marks inures to the benefit of the Licensor and that it shall in no way represent that it has any rights, title or interest in the Licensed Marks other than those expressly granted under this Agreement. The Licensee further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or designations colorably similar.

(b) Licensee recognizes that Licensor may already have entered into, and may, in the future, enter into license agreements with respect to the Licensed Marks for products that are similar to or fall into the same general product category as one or more of the Licensed Products. The Licensee expressly concedes that the existence of such licenses does not and shall not constitute a breach of this Agreement. Licensor, however, may not license Licensee's exclusive check designs to any entity other than Licensee or license any other competitor, as that term is defined in the Affinity Agreement, to provide checks and/or debit cards directly in connection with an

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affinity banking relationship similar in nature to Buckeye Banking. If Licensors were considering a University-wide banking affiliation / program, the Licensor agrees to notify Licensee of its intent to create such an affiliation / program and give Licensee the right to participate in any evaluation, bid or request for proposal therefore.

(c) The Licensee shall not use the Licensed Marks other than as permitted in this License Agreement. In particular, the Licensee shall not incorporate the Licensor's name or Licensed Marks in the Licensee's corporate or business name in any manner whatsoever.

(d) The Licensee shall not use or authorize the use of, either during or after the Term of this Agreement, any configuration, trademark, trade name, or other designation confusingly similar to the Licensor's Name or Licensed Marks.

(e) During the Term of this Agreement and thereafter, the Licensee shall not contest or otherwise challenge or attack the Licensor's rights in the Licensed Marks or the validity of the License granted herein and agrees to execute assignments or other documents necessary to perfect the Licensor's rights hereunder.

(g) The Licensee's use of the Licensed Marks in advertising is limited to the sales promotion of Licensed Products only. The Licensed Marks used must conform to the standards set forth herein and is subject to the on-going approval of the Licensor. The Licensee shall not use the Licensed Marks in any advertising or promotional display in any manner that might conflict or interfere with the best interests of the Licensor. The Licensor reserves the right to disapprove any advertisement or promotion and the Licensee agrees to discontinue or cancel the same at the Licensor's request.

(h) All marketing materials, either printed or electronic, that contain Licensed Marks, shall contain the tagline: Trademarks of The Ohio State University used under license.

10. GOODWILL AND PROMOTIONAL VALUE

(a) The Licensee acknowledges the value of the goodwill associated with the Licensed Marks and that the Licensed Marks and all accompanying rights and goodwill belong exclusively to the Licensor.

(b) The Licensee agrees to devote its best efforts to the end that the potential for the Licensed Products will be developed and exploited to the fullest extent possible. The Licensee agrees that its failure to produce, promote, distribute and sell the Licensed Products or otherwise fulfill the Licensee's obligations hereunder will result in immediate and irreparable damages to the Licensor and that the Licensor will have no adequate remedy at law.

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(c) The Licensee further acknowledges that the Licensors is entering into this Agreement not only in consideration of the royalties to be paid, but also for the promotional value of the Licensee's manufacture, sale, promotion and distribution of the Licensed Product. Accordingly, the Licensee acknowledges that its failure to fulfill its obligations as to quality and otherwise under this Agreement will result in immediate and irreparable damages to the Licensors in connection with promotion of the Licensed Marks, and that the Licensors will have no adequate remedy at law.

(d) The Licensee therefore agrees that, if it breaches this Agreement, the Licensors, in addition to all other remedies available, shall be entitled to injunctive relief prohibiting breach or compelling specific performance.

(e) The Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute. The Licensee further agrees not to use any other trademark, service mark, trade name, logo, symbol or device in combination with the Licensed Marks without the prior written consent of the Licensors.

11. NO WARRANTY

(a) The Licensors makes no representations or warranties with respect to the Licensed Products produced, promoted, distributed and sold by the Licensee and disclaims any liability arising therefrom.

(b) The Licensors makes no warranty, express or implied, that the Licensed Products will be commercially successful.

12. TRADEMARK, PATENT AND COPYRIGHT PROTECTION

The Licensee agrees to cooperate with the Licensors in protecting and defending the Licensed Marks. In the event that any claim or problem arises with respect to the protection of the Licensed Marks, the Licensee shall promptly advise the Licensors in writing of the nature and extent of the problem.

13. INFRINGEMENTS

(a) The Licensee agrees to notify the Licensors in writing of any infringements or imitations by third parties of the Licensed Marks which may come to the Licensee's attention. The Licensors shall have the sole right to determine whether or not to take any action on account of any such infringement or imitation.

(b) With respect to all claims and suits, the Licensors shall have the sole right to employ counsel

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of its choosing and to direct the handling of the litigation and any settlement thereof. The Licensor is entitled to all amounts awarded as damages, profits, or otherwise in connection with such suits.

14. INDEMNIFICATION

(a) The Licensee hereby agrees to defend, indemnify, and hold harmless the Licensor, its Board of Trustees, officers, employees, agents, and/or any of its related entities against any and all expenses, claims, demands, causes of action, and judgments arising out of Licensee's design, manufacture, distribution, promotion, or sale of the Licensed Products. The Licensee agrees to defend and hold harmless the Licensor, its Board of Trustees, officers, employees, agents, and/or related entities at no cost or expense to them whatsoever including, but not limited to, paying their attorney's fees and court costs. Licensor shall have the right to approve the counsel chosen to defend Licensor. Licensor shall also have the right approve any settlement.

(b) Ohio law precludes reciprocal indemnification by the Licensor. The Licensee hereby concedes to the unilateral nature of this indemnification provision.

15. INSURANCE

(a) The Licensee shall, throughout the Term of this Agreement, obtain and maintain standard Product Liability Insurance (the "Policy") at its own cost and expense from a qualified insurance company.

(b) The Policy shall provide protection against any and all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection with the Licensed Marks and shall be in the form and amounts set forth in Schedule A.

(c) The Policy must be primary over any other collectible insurance and its deductible shall be no greater than five thousand dollars (\$5,000), unless Licensor agrees otherwise in writing.

(d) The Policy shall include The Ohio State University and its Board of Trustees as an additional insured.

(e) The Policy shall provide that, if it is to be modified, canceled, or terminated, the insurer shall give the Licensor thirty (30) days advance written notice by Registered or Certified Mail.

(f) The Licensee shall furnish the Licensor with a certificate of insurance within thirty (30) days after execution of this Agreement. In no event shall the Licensee manufacture, sell, promote, or distribute the Licensed Products prior to the Licensor's receipt of the certificate of insurance. However, if the Licensor fails to demand or receive the certificate, the Licensee's duty to obtain

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the requisite insurance shall not be affected or diminished in any way.

16. TERMINATION

Except as otherwise provided in Paragraph 2, this License Agreement shall terminate automatically at the end of the term specified in Paragraph 2. The following termination rights are in addition to the termination rights provided elsewhere in this License Agreement or the Affinity Agreement

(a) Immediate Right of Termination. The Licensor shall have the right to immediately terminate this Agreement by giving written notice to the Licensee if the Licensee does any of the following:

- (i) Manufactures, sells, promotes, distributes and/or uses, in any way, any Licensed Product without having the Licensor's prior written approval as provided in this Agreement, or continues to manufacture, sell promote, distribute and/or use, in any way, any Licensed Product after the Licensee receives notice from the Licensor disapproving or withdrawing its approval;
- (ii) Fails to pay royalties due or deliver reports under the terms of this License Agreement, if such default continues for a period of thirty (30) days after written notice of such default from the Licensor;
- (iii) Files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the Licensee discontinues its business or if a receiver is appointed for the Licensee or for the Licensee's business;
- (iv) Breaches any of the conditions or provisions of this Agreement and fails to correct such breach within Thirty (30) days after Licensor has given Licensee notice to do so.
- (v) Fails to either (1) have begun bona fide production promotion, distribution and sale of Licensed Products bearing the Licensed Marks within 6 months from the effective date of this License Agreement; or (2) produce, promote, distribute and sell Licensed Products bearing the Licensed Marks for 12 consecutive months.
- (vi) Termination of the Affinity Agreement of the Parties of even date herewith.

(b) Immediate Right to Terminate a Portion of this Agreement. The Licensor shall have the right to immediately terminate the portion(s) of this Agreement relating to any Licensed Products(s) as to which the Licensee becomes subject to any governmental agency's recall order. This

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provision applies to orders recalling any of the Licensed Products, or their promotional or packaging material, because of safety, health, or other hazards or risks to the public.

(c) Termination of this License Agreement shall not impair any rights of the Licensor accrued hereunder.

17. POST-TERMINATION AND EXPIRATION RIGHTS AND OBLIGATIONS

(a) Upon termination or expiration of this Agreement, notwithstanding anything to the contrary herein, all Royalties outstanding on sales, shipments, and/or distributions shall become immediately due and payable.

(b) If this Agreement is terminated under Paragraphs 16(a) or 16(b), or if the Affinity Agreement is terminated, the Licensee and its receivers, representatives, trustees, agents, administrators, successors or permitted assigns, shall have no further right to manufacture, sell, promote or distribute Licensed Products. The Licensee further agrees that continued production, promotion, distribution and sale will result in immediate and irreparable damage to the Licensor, making injunctive relief appropriate.

(c) After this Agreement or the Affinity Agreement terminates or expires, all rights granted to the Licensee shall forthwith revert to the Licensor, either directly or indirectly, in connection with the manufacture, sale, promotion, or distribution of the Licensee's products. The Licensee shall, at the Licensor's request, turn over to the Licensor all art molds and the like used to manufacture the Licensed Marks.

(d) Within thirty (30) days after termination or expiration of this Agreement or the Affinity Agreement, the Licensee shall deliver to the Licensor a statement indicating the number and description of the Licensed Products which it had on hand or was in the process of manufacturing as of the expiration or termination date. The Licensor may conduct a physical inventory at any reasonable time in order to ascertain or verify such statement.

18. NOTICES

All notices or other communications to either party shall be in writing and sent by Registered or Certified Mail, return receipt requested, postage prepaid to the addresses designated below.

If to Licensor:

The Ohio State University
Office of Trademark & Licensing Services
1100 Kinnear Rd. Suite 210

EXECUTION COPY

Columbus, OH 43212-1152

If to Licensee:

at the address indicated on Schedule A or to most current address provided to Licensor by Licensee.

Either party may change its address by giving notice in writing to the other party.

19. RELATIONSHIP OF THE PARTIES

This Agreement does not create an employment agreement, agency, partnership or joint venture between the parties and the Licensee shall have no power to obligate or bind the Licensor in any manner whatsoever.

20. APPLICABLE LAW AND DISPUTE

This Agreement shall be governed by the laws of the State of Ohio and all legal actions shall be brought in a court of competent jurisdiction in the State of Ohio.

21. CAPTIONS

The paragraph captions are for reference only and shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions themselves.

22. WAIVER

(a) If either party waives any breach or default by the other party, such waiver shall not constitute a waiver of any subsequent breach or default.

(b) If the Licensor resorts to any remedy or remedies, such resort shall not limit the Licensor's right to resort to any and all other legal and equitable remedies that are available to it.

(c) The Licensor's failure to enforce any provision of this Agreement or to exercise any of its rights or remedies shall not constitute a waiver of any of Licensor's other rights or any of Licensee's obligations.

23. SURVIVAL OF RIGHTS

Notwithstanding anything to the contrary, all Licensee's obligations shall remain in full force and effect, even after this Agreement's termination or expiration, until discharged by performance.

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Any accompanying rights shall remain in force until their expiration.

24. SEVERABILITY

If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision. This Agreement shall be interpreted and construed as if the invalid, illegal or unenforceable term or provision (or portion), had never been contained herein.

25. FORCE MAJEURE

Neither party to this License Agreement shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, natural disaster, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order (which order is not the result of any act or omission to act which would constitute a default under this License Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this License Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

26. INTEGRATION

This License Agreement, including Schedule A and any other special attachments or provisions contained therein, and including the Affinity Agreement between the parties, represents the entire understanding between the parties with respect to its subject matter. This License Agreement and the Affinity Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to its subject matter and cannot be modified except by a written instrument signed by all parties.

IN WITNESS WHEREOF, Licensors and Licensee have caused this instrument to be executed as a sealed instrument by their duly authorized representatives as set forth below:

LICENSEE: The Huntington National Bank LICENSOR: The Ohio State University

EXECUTION COPY

BY:_____

BY:_____

TITLE:_____
Services

Director, Trademark & Licensing

DATE:_____

DATE:_____

EXECUTION COPY

SCHEDULE A

NAME: The Huntington National Bank

ADDRESS: 41 S. High St., Columbus, OH 43215

CONTACT: David Schamer

TITLE: Director, University Banking Channel

PHONE: (614) 480-5556

1. Licensed Property: The following Property of The Ohio State University will be used on product(s) and form a part of this agreement:

Word Marks:

The Ohio State University
Ohio State
Buckeyes
O-H-I-O (silhouette)
Brutus Buckeye
Buckeye Banking

Trade Dress:

Athletic uniforms

Logos:

Athletic Identity
Block O
University Identity

2. Licensed Products: The following Licensed Products, samples of which are enclosed or have been sent under separate cover and which have been approved prior to production, form a part of this agreement: see Schedule B attached and incorporated herein.

3. Effective date: Effective date of the associated Affinity Agreement between Licensor and Licensee

Expiration date: Termination of the associated Affinity Agreement between Licensor and Licensee

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4. **Royalty Rate:** 0%
5. **Fee:** [Intentionally left blank]
6. **Licensed Territory:** The Licensed Territory shall be The United States of America.

PRODUCT LIABILITY INSURANCE REQUIREMENTS

Name and address of Insurance Carrier:	The Ohio State University and Its Board of Trustees shall be named as Additional Insureds. (not acceptable as Certificate Holder or Named Insured)

\$2 Million General Aggregate	\$1 Million Personal & Adv Injury
\$2 Million Products & Completed Operations Aggregate	\$1 Million Each Occurrence
\$5,000 Medical Expense (Any One Person Fire)	\$50,000 Fire Damage (Any One Fire)

Required limits for Food Products and/or High Risk Products:

\$5 Million General Aggregate	\$1 Million Personal & Adv Injury
\$5 Million Products & Completed Operations Aggregate	\$5 Million Each Occurrence
\$5,000 Medical Expense (Any One Person Fire)	\$50,000 Fire Damage (Any One Fire)

By the signatures of their duly authorized representatives, Licensor and Licensee hereby incorporate Schedule A as part of this License Agreement:

LICENSEE: The Huntington National Bank	LICENSOR: The Ohio State University
--	-------------------------------------

BY:	BY:
-----	-----

TITLE:	TITLE:
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DATE:	DATE:
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SCHEDULE B

The following products form a part of this Agreement:

Marketing materials as approved.

Banking products (i.e. checks, debit cards or other access devices, etc.) as approved.

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Code of Conduct for Ohio State University Licensees

Preamble: The Ohio State University is committed to conducting its business affairs in a socially responsible and ethical manner, consistent with its educational, research, and service missions. As part of that commitment, the University expects each Licensee of Ohio State to recognize its responsibilities to employees for the conditions under which its licensed products or services are made. Employees producing and/or assembling products or services manufactured, sold, or distributed by a Licensee must be provided with fair wages and decent working conditions, and must be treated with dignity and respect. In order to attain these goals, the University has adopted the following Code of Conduct, which requires that each Licensee, at a minimum, adhere to the principles and standards set forth in the Code. Each Licensee is responsible for requiring that its contractors, subcontractors, and primary suppliers adhere to these principles and standards as well. The University expects Licensees to assist in educating their employees regarding the standards set forth in this Code of Conduct.

1. Wages and Benefits. Licensees recognize that wages and benefits are the principal means of meeting the basic needs of employees and their families. Licensees shall ensure that wages and benefits for a standard working week meet at least legal minimum standards or industry averages, whichever is greater, and also that net compensation constitutes a living wage, at least sufficient to meet employees' basic needs and provide some discretionary income. Licensees shall adjust compensation standards periodically based on experience and increased knowledge concerning local labor markets and living conditions. Licensees shall develop information as to the basis for their determinations regarding what constitutes a living wage.

2. Hours of Work. Hourly and/or quota-based wage employees shall not be required to work in excess of 48 hours per week, except in extraordinary and short-term business circumstances. With respect to any extraordinary circumstances warranting mandatory overtime, Licensees shall issue a written policy and explain the policy to employees before they are hired. Regular working hours plus mandatory overtime shall not exceed 60 hours per week. Consistent with the standards set forth above, Licensees also shall comply with applicable national laws and industry standards on working hours. Employees shall be provided with at least one day off in every seven day period.

3. Overtime Compensation. In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at an appropriate premium rate that exceeds their regular rate of compensation.

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4. **Child Labor.** Licensees shall not employ any person at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights, and nongovernmental organizations, and to take reasonable steps to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.

5. **Forced Labor.** Licensees shall not use any form of forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.

6. **Freedom of Association and Collective Bargaining.** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining. No employee shall be subject to harassment, intimidation, or retaliation for her/his efforts to associate freely or bargain collectively. Licensees shall allow union organizers access to employees. Licensees shall recognize the union of the employees' choice.

7. **Safety and Health.** Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work, or as a result of the operation of Licensee facilities. Licensees shall ensure that their operations comply with:

(a) all workplace safety and health regulations established by the national government where the production facility is located, and

(b) all safety and health conventions of the International Labor Organization ratified and adopted by the country in which the production facility is located.

8. **Nondiscrimination.** Licensees shall not discriminate against any person in any term or condition of employment (including hiring, wages, benefits, advancement, discipline, termination, or retirement) on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

9. **Women's Rights.** Women's rights are included in the other sections of this Code of Conduct. Without restricting the general applicability of those sections and for purposes of greater clarity and specificity, Licensees shall abide by the following conditions:

(a) Licensees shall provide female employees with equal remuneration,

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including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male employees;

(b) Licensees shall not use criteria related to marital or reproductive status (including pregnancy tests, the use of contraception, or fertility status) as conditions of employment with respect to women;

(c) Employees who take maternity leave shall not face dismissal or threat of dismissal, and shall be able to return to their former employment position, or an equivalent position, at the same rate of pay and benefits following childbirth and recovery from childbirth.

10. No Harassment or Abuse. Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Licensees shall not use or tolerate any form of corporal punishment.

11. Disclosure of Factory Information. Every Licensee shall disclose to The Ohio State University or its designee certain information for each facility used in the production or assembly of items that bear Ohio State logos, insignia or other indicia. The information referred to above includes facility name, contact name, address, phone number, e-mail address, product produced or assembled, and nature of business association between the facility and the Licensee. Licensees shall update this information upon change of any facility site location.

Schedule 1.1

On-Campus Branch

Services Provided

The new banking office located in the new OHIO STATE Medical Center will provide full service banking to the students, staff and faculty, similar to a standard, non-campus banking office.

Banking services would include (but not be limited to):

- ☐ Opening, Closing, maintenance and inquiries for all accounts and services
- ☐ Checking and savings
- ☐ Check Cashing
- ☐ Certificates of deposit (CDs), individual retirement accounts (IRAs), and money market accounts
- ☐ Withdrawals
- ☐ Loans, credit cards, mortgages
- ☐ Deposits

- ☐ Payments
- ☐ Investments
- ☐ Direct deposit set up and verification
- ☐ Balance transfers
- ☐ Wire transfers
- ☐ Money order, travelers cheques and official (cashiers) check purchases

Hours of Operation

Huntington agrees that the new Medical Center Branch shall be open 7 days per week, at hours to be determined, excluding holidays. Other branches will generally be open a minimum of 5 days and 40 hours per week, excluding Sunday in some locations.

Rent/Lease

The Parties agree to negotiate in good faith a reasonable rent for each agreed-upon branch location, based upon market rates at the time of execution of the applicable branch lease, but which shall in no event be greater than \$45 per square foot. The Parties further agree that each bank branch location shall be subject to a Lease Agreement substantially similar to the one set forth below:

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RETAIL LEASE

Landlord,

AND

**THE HUNTINGTON NATIONAL BANK,
a national banking association,
Tenant**

STANDARD RETAIL LEASE

This Lease is entered into as of _____, 20__, by Landlord and Tenant.

ARTICLE 1. Definitions and Certain Basic Provisions.

1.1. "**Landlord**": a _____ company,

Landlord's mailing address:

1.2. "**Tenant**": The Huntington National Bank, a national banking association

Tenant's mailing address: 37 W. Broad St., HP 1097
Columbus, Ohio 43215
Attn: Lease Administrator

Tenant's trade name: The Huntington National Bank

1.3. "**Premises**": Approximately _____ square feet, in the Building (as hereinafter defined) as shown on the floor plan attached as Exhibit A. .

1.4. "**Building**": shall mean the building being constructed/located at _____, Columbus, Ohio, being commonly known as _____.

1.5. "**Term**": The term of this Lease shall be coterminous with the Affinity and License Agreement entered into by Landlord and Tenant dated effective February 2, 2012, as the same may be amended from time to time (the "A&L Agreement"). In the event the A&L Agreement terminates for any reason, this Lease shall automatically terminate as of the date of termination of the A&L Agreement, and neither party shall have any further liability or obligation hereunder, except for liabilities, if any, which have accrued prior to the termination of this Lease, or obligations or liabilities that expressly survive the termination of this Lease.

1.6. "**Permitted Use**": The Premises shall be used solely for the operation of a retail bank, private banking offices and related business operations, and for no other use without Landlord's reasonable approval.

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1.7. **"Rent"**: All rental fees due from Tenant hereunder which shall be calculated as set forth in the A&F Agreement.

1.8. **"Lease Year"**: "Lease Year" shall mean with respect to the first Lease Year the consecutive 12-month period commencing on the Rent Commencement Date, and, with respect to subsequent Lease Years, each consecutive 12-month period thereafter during the Lease Term including Lease Years during any Renewal Term.

1.9 **"Real Property"**: The Building and the land upon which the Building stands, are sometimes collectively referred to in this Lease as the "Real Property".

1.10 **"Possession Date"** shall be the date when the Landlord delivers the Premises to the Tenant for the commencement of Tenant's Work (as hereinafter defined). The acceptance of possession of the Premises by Tenant and/or the commencement by Tenant of Tenant's Work in the Premises shall be deemed to conclusively establish that the Possession Date has occurred. Occupancy of the Premises by Tenant upon the Possession Date shall be subject to all of the provisions of this Lease excepting only those requiring the payment of Rent (as defined in Section 4.1.).

1.11 **"Additional Rent"**: shall mean any and all other amounts payable by Tenant to Landlord, as additional rent or otherwise, pursuant to the terms of this Lease.

ARTICLE 2. Granting Clause. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

ARTICLE 3. Tenant's Work.

3.1. Tenant, at Tenant's sole cost and expense, shall make all improvements to the Premises required or necessary for Tenant's operation of Tenant's business in the Premises, and shall fully equip the Premises with all trade fixtures, furniture, signage and other items necessary for the completion of the Premises for the operation of Tenant's business. Prior to the Commencement Date [or Possession Date (as hereinafter defined) as applicable], Tenant shall have submitted to Landlord for Landlord's approval, detailed plans and specifications ("Tenant's Plans") for the work ("Tenant's Work") that Tenant shall perform in the Premises. Tenant shall construct such Tenant's Work in accordance with the approved Tenant's Plans and specifications therefor, in a good and workmanlike manner, and in conformance with any and all applicable rules and regulations of any federal, state, county, or municipal code or ordinance, including, without limitation, all applicable provisions of Ohio Revised Code Chapter 4115, and pursuant to a valid building permit, issued by the City of Columbus, Ohio or appropriate department, or other governmental agency thereof. In performing the Tenant's Work, Tenant shall have the work performed in such manner as not to obstruct access to the Building or the common areas, and as not to obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building. Tenant shall not commence Tenant's Work in the Premises without first obtaining Landlord written approval of Tenant's Plans. With respect to Tenant's Work:

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(a) Tenant shall indemnify and hold Landlord harmless against all suits, claims, actions, losses, costs or expenses (including claims for worker's compensation) based on personal injury or property damage caused in or in any way related to the performance of Tenant's Work, and Tenant will repair or replace, or at Landlord's election reimburse Landlord for the cost of repairing or replacing, any portion of the Building of which the Premises are a part or any item of equipment located in said Building, or any item of real or personal property damaged, lost or destroyed in the performance of Tenant's Work.

(b) Landlord shall have no responsibility for Tenant's Work and Tenant will remedy at its expense and be responsible for any defects in Tenant's Work that may appear during or after the completion thereof, whether the same affects the Premises or any part of the Building of which the Premises are a part. The obligation imposed by this paragraph shall survive termination of the Lease.

(c) Tenant covenants that all Tenant's Work will be performed in a safe and lawful manner, and will or does comply with all applicable laws, ordinances, orders, rules, regulations and requirements of municipal or other governmental nature, including, without limitation, any applicable the filing of such plans and other documents as may be required, and the procuring, prior to the commencement and/or completion of any work, of all required permits and licenses. Tenant will submit the following certificates to Landlord upon completion of Tenant's Work and certificates issued by municipal or other governmental authority and by the National Board of Fire Underwriters. Certificates include, but are not limited to, a permanent certificate of occupancy by the appropriate authority in connection with the performance of any Tenant's Work.

(d) Landlord approval of Tenant's Plans shall not, in any way: (i) be deemed to have approved the legality of Tenant's Work or Tenant's Plans, or (ii) be deemed to acknowledge that Tenant's Work complies with the laws and requirements of any governmental authority or the requirements of any insurance bodies or that Tenant's Plans will be approved by the applicable governmental authority having jurisdiction thereover.

3.2. Notwithstanding anything contained in this Lease, Tenant shall not be permitted to, and shall not open for business in the Premises until the requirements set forth in this Section 3.2. (the "**Opening Requirements**") are met.

(a) Tenant shall deliver to the Landlord: (i) insurance certificates; (ii) a permanent certificate of occupancy or its equivalent; and (iii) (iv) all evidence typically required in the jurisdiction where the Building is located to provide evidence of compliance with all applicable building and fire codes and all other governmental requirements.

(b) No approval by Landlord shall make Landlord responsible for the condition of the Premises or constitute a representation by Landlord of compliance with any applicable requirements or constitute a waiver of any rights and remedies that Landlord may have under this Lease or at law or in equity.

ARTICLE 4. Rent.

4.1. All rental fees due from Tenant hereunder which shall be calculated as set forth in the A&F Agreement.

4.2. The first Rent payment shall be due and payable on the Rent Commencement Date, and subsequent Rent payments shall be due and payable, in advance, on or before the first day of each succeeding calendar month during the Term; if the Rent Commencement Date is other than the first day of a month, the initial Rent payment shall be appropriately prorated.

4.3 The term "**Rent Commencement Date**" as used in this Lease, shall be the earlier of the following two dates: (a) the date which is one-hundred eighty_(180) days after the Possession Date, or (b) on the date on which the Premises opens to the public for business. Landlord and Tenant agree to and shall execute a Confirmation of Rent Commencement in the form attached hereto as **Exhibit "B"** within ten (10) days after the Rent Commencement Date.

ARTICLE 5. Common Area.

5.1. Tenant shall have a nonexclusive license to use, in common with all other to whom Landlord has granted or may hereafter grant a license to use, the common corridors and hallways, elevators, stairwells, entrances, exits, and other public or common areas located within the Building ("**Common Areas**"), provided that the manner in which such Common Areas are maintained and operated shall be at the sole discretion of Landlord, and the use thereof shall be subject to the rules, regulations, and restrictions attached hereto as Exhibit "F", as may be amended by Landlord from time to time ("**Rules and Regulations**"). The Common Areas shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. Landlord shall in all cases retain the right to control and prevent access to the Common Areas by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character and reputation and interest of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals with in the ordinary course of Tenant's business, unless such person are engaged in illegal activities. Neither Tenant nor its employees, customers or invitees shall have any license or right to go upon the roof or mechanical floors or into mechanical areas of the Building. Landlord reserves the right to make alterations or additions to or to change the location of elements of the Real Property and the Common Area, provided such alterations or additions do not materially impact Tenants ability to operate its business in the Premises. Landlord may from time to time: change the dimensions and location of the Common Areas, as well as the location, dimensions, identity and type of buildings; construct additional buildings or additional stories on existing buildings or other improvements in the Building; and eliminate buildings. Landlord may y close any part of the Common Areas for such periods of time as may be necessary for construction, repair or maintenance, promotional activities or to prevent the public from obtaining prescriptive rights or to make repairs or

alterations.

ARTICLE 6. Use and Care of Premises.

6.1. The Premises may be used only for the purpose specified in Article 1 and for no other purpose without Landlord's reasonable approval. Tenant shall utilize the trade name specified in Article 1 or such trade name as is used by substantially all other locations in Ohio and no other trade name in conducting business at the Premises.

6.2. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

6.3. Tenant shall not (a) permit any objectionable or unpleasant odors to emanate from the Premises, (b) permit the accumulation of rubbish, trash, garbage or other refuse in or around the Premises, (c) place, erect or maintain, or suffer to be placed, erected or maintained on the doors or on any exterior surface of the Premises, or in any vestibule, or anywhere in or about the Building outside the Premises, nor in any area inside the Premises which can be seen from the outside of the Premises, any sign, lettering, decoration or advertising without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned, (d) solicit business or distribute leaflets or other advertising material in the Common Areas, (e) take any other action which would constitute a nuisance or disturb or endanger other tenants of the Building or unreasonably interfere with their use of their respective premises, (f) conduct within or from the Premises any fire, auction or bankruptcy sales, or (g) do anything which would tend to injure the reputation of the Building.

6.4. Tenant shall take good care of the Premises and keep the same free from waste. Tenant shall keep the Premises neat, clean and free from dirt, rubbish, insects and pests, and shall store all trash and garbage within the area reasonably designated by Landlord for such trash pickup and removal in receptacles of the size, design and color from time to time prescribed by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time reasonably prescribed by Landlord.

6.5. Tenant shall maintain all display windows in a neat, attractive condition.

6.6. Tenant shall at its sole expense procure all permits and licenses required for the transaction of business in the Premises and shall comply with all laws, ordinances and regulations applicable to the use or occupancy of the Premises (including making necessary alterations).

6.7 During the entire term of this Lease, Tenant shall keep the Premises open for business from _____ to _____, _____ through _____, ("**Hours of Operation**"), except for such days that are Landlord recognized holidays, or as may be otherwise adjusted by mutual agreement of Landlord and Tenant. Tenant will conduct

such business in a lawful manner, in good faith with sound business practice. Tenant further agrees to fully and adequately staff the Premises with sufficient, adequately trained employees, for the purpose of a retail banking services.

ARTICLE 7. Maintenance and Repair of Premises.

7.1. Landlord shall keep the Building Common Areas and the exterior of the Premises, including the foundation, the exterior walls, and the roof in good repair, ordinary wear and tear excepted, and except for repairs which are not Landlord's obligation pursuant to any provisions of this Lease or any repairs required to be made by Landlord that are occasioned by the act or negligence of Tenant, its agents, employees, invitees, subtenants, licensees and concessionaires shall be paid for by Tenant upon demand to the extent not covered by net insurance proceeds paid to Landlord therefor. If the Premises need repairs that are Landlord's responsibility, Tenant shall notify Landlord; Landlord shall not be obligated to make any such repairs until a reasonable time after delivery of such notice. Except as may be expressly provided otherwise in this Lease, there shall be no allowance to Tenant or diminution of rent and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making by Landlord of any repairs, alterations, additions, substitutions or improvements in or to any portion of the Building or the Premises or in and to the fixtures, appurtenances and equipment thereof.

7.2. Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings in the Premises. Tenant shall keep and maintain the Premises in good condition and make all needed repairs and replacements to the Premises, including, but not limited to, all improvements, fixtures, interior walls, storefront(s), floors, ceilings, windows, doors, plate glass, all lighting fixtures, lamping, fans and electrical motors and furnishing of every kind and nature and any other mechanical systems in the Premises, except for repairs and replacements expressly required to be made by Landlord hereunder, and Tenant shall keep all plumbing pipes and connections free from obstruction and protected against ice and freezing. At the end of the Term, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty not caused by Tenant excepted; surrender all keys for the Premises to Landlord; and inform Landlord of all combinations on locks, safes and vaults in the Premises.

7.3. In the event the Premises is served by a common heating, air conditioning and air conditioning equipment, Landlord shall repair and maintain in good condition and replace as necessary such equipment and Landlord shall pay all costs of maintaining, repairing and replacing such equipment. Tenant shall repair and maintain in good condition and replace as necessary all air conditioning, heating and ventilating equipment solely serving the Premises, shall pay for all utility usage which is separately metered directly to the utility company providing such utility service.

ARTICLE 8. Alterations.

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8.1. Tenant may not make any improvements, alterations, additions, or changes to the Premises (collectively, the "**Alterations**"), without obtaining the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof and which consent shall not be unreasonably withheld by Landlord. Before proceeding with any Alterations, Tenant shall submit to Landlord copies of detailed plans and specifications therefor, for Landlord's consent. Any Alterations for which consent has been received shall be performed strictly in accordance with the approved plans and specifications therefor, and no amendments or additions thereto shall be made without the prior written consent of Landlord. All Alterations and improvements, and fixtures which may be installed or placed in or about the Premises, from time to time, shall be and become the property of Landlord, except that Tenant may remove any trade fixtures, signage and/or equipment of Tenant, provided Tenant repairs any damage to the Premises and Building caused by such removal. Furthermore, if Landlord, as a condition to Landlord's consent to any Alteration, requires that Tenant remove any Alteration upon the expiration or early termination of the Lease Term, Landlord may, by written notice to Tenant prior to the end of the Lease Term or given upon any earlier termination of this Lease, require Tenant at Tenant's expense to remove such Alterations and to repair any damage to the Premises and Building caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Landlord may do so and may charge the reasonable cost thereof to Tenant.

8.2. Tenant shall construct such Alterations in accordance with the approved plans and specifications therefor, in a good and workmanlike manner, and in conformance with any and all applicable rules and regulations of any federal, state, county, or municipal code or ordinance, including, without limitation, all applicable provisions of Ohio Revised Code Chapter 4115, and pursuant to a valid building permit, issued by the City of Columbus, Ohio or appropriate department, or other governmental agency thereof. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Building or the common areas for any other tenant of the Building, and as not to obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building. Upon completion of any Alterations, Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings of such Alterations. Prior to commencing the construction of any Landlord approved Alterations, or Tenant's Work (as hereinafter defined) Tenant shall furnish Landlord with Labor and Material Payment and Performance Bonds each in the full amount of the estimated construction costs, issued by a surety company licensed to write such bonds in Ohio..

ARTICLE 9. Signs; Store Fronts; Awnings.

9.1. Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld, (a) make any changes to or paint the store front; or (b) install any exterior lighting, window displays, decorations or paintings. Landlord acknowledges and approves of the use of Tenant's logo and colors, as set forth in Exhibit

D attached hereto.

9.2. At the end of the Term and upon the removal or alteration of a sign, Tenant shall repair, paint, and/or replace the Building fascia surface where any signs, banners, displays, or decorations are or were attached, reasonable wear and tear excepted.

9.3 Landlord shall include as a part of its "way-finding/directory" signage system for the each OSU campus on which a Huntington branch resides, new signage, or additions to existing signage which will be designed to assist visitors in locating the individual branch locations. The "way-finding/directory" signage will include directional signs located in key building lobbies on the Columbus campus that will direct visitors to all of the Huntington branch locations, including without limitation, the building in which an branch may reside. Exterior signage will be prominently placed on the buildings in which a Huntington branch resides. Landlord will work with Tenant to determine the exact type of directional signage to be installed, which will be consistent with Tenant's brand standards. Identification of branch locations will also be noted on all maps of the Columbus campus. Each of the way-finding signs and notations of locations of each branch on maps shall indicate that the branch is a Huntington branch, and not a generic reference to a presence of a branch. The cost of installing such way-finding/directory signage will be at Landlord's cost.

ARTICLE 10. Utilities.

10.1. Landlord shall provide and maintain the facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewerage service to the Premises. Tenant shall be responsible for providing any meters or other devices for the measurement of utilities supplied to the designated point of service. Landlord may elect to directly supply any of the utilities furnished to the Premises, so long as the rates charged therefor do not exceed commercially reasonable rates which Tenant would otherwise pay if it contracted directly with a utility company for such services and are the rates being charged to the Landlord.

10.2. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises and any maintenance charges therefor.

10.3. Landlord shall not be liable for any interruption or failure whatsoever in utility services and Tenant shall comply with all provisions of this Lease notwithstanding any such failure or interruption; provided if any utility is interrupted for more than 48 hours because of the negligence of Landlord, and as a result thereof Tenant is prevented from conducting business in the Premises, Rent shall be abated until such time as the utilities are restored. Any furnishing by Landlord of utilities shall be conditioned upon the availability of adequate energy sources. Landlord shall have the right to reduce such utilities within the Building, including, without limitation, the Premises and Common Area, as required by any mandatory or voluntary fuel or energy saving allocation, or any

similar statute, regulation, order or program, and Tenant shall comply with any such energy conservation program and all related measures and regulations promulgated by applicable governmental authorities.

ARTICLE 11. Indemnity, Insurance, and Waiver of Liability.

11.1. Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors for injury to person or damage to or loss of property on or about the Premises or the Common Area caused by the negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees, concessionaires, visitors or any other person entering the Building, or arising out of the use of the Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder, or resulting from any other cause except Landlord's negligence, and Tenant shall indemnify and defend Landlord and Landlord's agents and employees from all loss, expense, claims or actions arising out of such damage or injury (including any court costs and attorneys' fees). The provisions of this section shall survive the termination of this Lease with respect to any claims or liability occurring prior to such termination.

Tenant shall not be liable to Landlord for injury to person or damage to or loss of property on or about the Premises or the Common Area caused by the negligence of Landlord, its employees, agents or contractors, or arising out of any breach or default by Landlord in the performance of its obligations hereunder, or resulting from any other cause except the negligence of Tenant, its agents, employees or contractors, and Landlord shall be responsible for all loss, expense, claims or actions arising out of such damage or injury. . The provisions of this section shall survive the termination of this Lease with respect to any claims or liability occurring prior to such termination.

11.2. Tenant shall procure and maintain throughout the Term, at its sole expense, (a) Commercial General Liability Insurance (with contractual liability endorsement) insuring Landlord and Tenant against all claims arising out of Tenant's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for both premises operations and products/completed operations, (b) property insurance on a "special peril" broad form coverage basis covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (c) business income insurance, with loss of rents included in the event of an insured peril damaging the Premises, (d) insurance covering glass breakage in the Premises (for which Tenant may self-insure), and (e) Employers Liability (Workers Compensation) in an amount not less than the lower of the statutory minimum or \$1,000,000.00. All policies of insurance shall name Landlord as an additional insured in the case of item (a) be on an occurrence (as opposed to a claims made) basis; provide that they shall not be canceled unless 30 days prior written notice shall have been given to Landlord; and provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage. Tenant shall deliver such certificates thereof to Landlord on or before the Possession Date and on or before the commencement of Tenant's Work or any Alterations..

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11.3. Tenant will not permit the Premises to be used in any manner that would void the insurance thereon or on the Building; increase the insurance risk; or cause the disallowance of any sprinkler credits. Tenant shall pay any increased insurance costs caused by Tenant's use of the Premises or because Tenant vacates the Premises.

11.4. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants or occupants of the Building.

ARTICLE 12. Damage by Casualty.

12.1. Tenant shall give immediate written notice to Landlord of any damage to the Premises by fire or other casualty.

12.2. If the Premises or the building in which the Premises are located shall be (a) destroyed or substantially damaged by a casualty not covered by Landlord's insurance; (b) destroyed or rendered untenable to an extent in excess of 50% of the floor area of the Premises by a casualty covered by Landlord's insurance; or (c) damaged to such extent that the remaining Term is not sufficient to amortize the cost of reconstruction, then Landlord may elect to either terminate this Lease or to rebuild and repair the Premises. If the Premises are so damaged or destroyed and Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises within 180 days of the occurrence. Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within 45 days after the occurrence of such casualty. Notwithstanding any provisions of this Article 15 to the contrary, Landlord's obligations to restore or rebuild the Premises shall be expressly limited to the amount of insurance proceeds payable to Landlord

12.3. Landlord shall not be required by this Article to repair, replace, restore, or rebuild the Tenant's Work or any Alterations or any property of Tenant, it being agreed that Tenant shall bear the entire risk of loss, damage, or destruction of Tenant's Work, any Alterations and any such property while it is in or on the Premises..

12.4. During any repair of the Premises, Tenant will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, Rent payable under this Lease shall, to the extent that the Premises shall have been rendered untenable, be abated for the period from the date of such damage or destruction to the date that the Premises are again tenantable. .

12.5. If the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord may terminate this Lease by delivering written notice of

termination to Tenant.

ARTICLE 13. Eminent Domain.

13.1 In the event of a total condemnation, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose.

13.2 In the event that less than the whole or substantially the whole of the Building or the Premises is condemned or taken as set forth in Section 13.1 above, then this Lease shall remain in force and in effect; provided, however, that if the taking shall so substantially interfere with the use of the Premises as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord (whether or not the Demised Premises be affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date of taking of possession for such use and purchase by notifying Tenant in writing of such termination.

13.3 In the event that less than the whole or substantially the whole of the Building or the Premises be so condemned or taken, if the space so taken is such that the area of the Premises remaining after the condemnation is such as to render continued operation of the Premises economically unfeasible as reasonably determined by Tenant, then Tenant may at its option terminate the Lease and the term and estate hereby granted as of the day of the taking of possession for such use or purposes by notifying Landlord in writing of such termination.

13.4 Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Premises, Rent shall be diminished by an amount representing the part of the said Rent properly allocable to the portion of the Premises which may be so condemned or taken and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Premises to substantially their former condition, due allowances being made for the impact of such taking or condemnation..

13.5 Landlord shall be entitled to receive the entire award in any condemnation proceeding, including any award for the value of any unexpired Term of this Lease, and Tenant shall have no claim against Landlord or against the proceeds of the condemnation. Nothing in this Lease shall be deemed or construed to prevent Tenant from making a claim against the condemning authority for the value of or damages to any of Tenant's property, and for such business damages and/or consequential damages as may be allowed Tenant by law at the time of the condemnation.

13.6 Anything in this Article 13 to the contrary notwithstanding, if the temporary use or occupancy of all or any part of the Premises shall be condemned or taken for any public or quasi-public use during the Term of this Lease, this Lease shall be and remain unaffected by such condemnation or taking and Tenant shall continue to pay in full Rent, additional rent and other sums payable hereunder by Tenant and Tenant shall have the right to appear, claim, prove and receive so much of the award for such taking as

represents compensation for use and occupancy of the Premises up to and including the date of expiration of the Term of this Lease for the date of termination of the temporary taking, whichever is earlier, and Landlord shall be entitled to appear, claim, prove and receive the entire balance of the award. Each party shall cooperate fully with the other in efforts to obtain any such awards, and Tenant shall indemnify and hold harmless Landlord to the extent of expenses incurred as a result of such cooperation.

ARTICLE 14. Assignment and Subletting

14.1. Tenant shall not (a) assign, encumber, mortgage, or in any other manner transfer this Lease or any estate or interest therein; (b) sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises; (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of ownership interests in Tenant so as to result in a change in the control of Tenant; or (d) permit any other person to become Tenant by merger, consolidation, or otherwise (each a "**Transfer**") without the prior written consent of Landlord in its sole reasonable discretion. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfer. Notwithstanding the foregoing, prior written consent of Landlord shall not be required if Tenant assigns, subleases or transfers Tenant's right, title and interest under this Lease to any Affiliate; provided, (i) the Affiliate is not a direct competitor of Landlord, (ii) the Affiliate's assumption of rights under this Lease would not violate any of Landlord's existing leases or other contracts, (iii) the continuation of the Lease with the Affiliate would not violate any then current regulatory restriction, (iv) the Affiliate retains a substantial presence in Ohio, (v) the Affiliate retains substantially the same senior management team, (vi) any such Affiliate agrees to be bound in writing to Tenant's obligations under this Agreement; and (vii) the Affiliate shall maintain a net worth of One Hundred Million and no/100 Dollars (\$100,000,000.00).). The Affiliate, as Tenant hereunder, must provide Landlord with evidence of its net worth by providing Landlord the appropriate information so that Landlord may verify the net worth. In addition, Landlord may make a written request upon the Affiliate, as Tenant hereunder, to provide a copy of its most recent published annual report. Upon Landlord's written request, the Affiliate, as Tenant hereunder, shall have ten (10) calendar days to provide Landlord with said annual report. For purposes hereof, "Affiliate" shall mean another corporation, association, trust, partnership or other legal entity which (e) is directly or indirectly owned or controlled by Tenant, including as the result of a merger or acquisition, (f) is directly or indirectly under common ownership or control with Tenant, (g) directly or indirectly owns or controls Tenant; (h) a successor by merger or consolidation or a transferee of all or substantially all of Tenant's assets, or (i) another financial institution in connection with a divestiture required by applicable regulatory authorities in connection with Tenant's acquisition of all or a portion of the assets of, or merger or consolidation with, another financial institution, or the purchase of all or a portion of another financial institution's assets, to, or the acquisition of the Tenant by another financial institution, in either event, in whole or in part. For purposes hereof, "control"

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shall mean the ownership of one hundred percent (100%) of the voting shares and other interests in any such corporation, association, trust, partnership or other legal entity. . The obligation of the Tenant under this Lease shall in no way be diminished by reason of such sale, assignment, sublease or transfer.

ARTICLE 15. Taxes.

15.1. Tenant shall pay all taxes levied against personal property and trade fixtures placed in the Premises. Tenant shall also pay as Additional Rent to Landlord, its prorata share of all Taxes. Tenant shall pay the Taxes included as Additional Rent directly to Landlord who shall be responsible for the payment of any taxes directly to the applicable taxing authority. "Taxes" shall mean the amount of all general real estate taxes, tax increment financing payments in lieu of real estate taxes, personal property taxes, and all general and special assessments and other charges levied or imposed by any governmental authority against the Premises for a particular calendar year, and all reasonable costs and expenses incurred in contesting the validity or amount of such taxes, assessments or other charges. Taxes shall also include any use, occupancy, excise, sales or other substantially similar taxes levied or assessed against the Premises or the Rent payable by Tenant to Landlord and any tax or assessment levied in substitution for the method of real estate taxation in effect on the date of this Lease. Any general or special assessments included in real estate Taxes shall only include the installment portion of such assessment (including applicable interest then due) unless such assessment cannot be paid in installments, in which event the full amount of the assessment shall be included in Taxes. Nothing contained herein shall require Tenant to pay or discharge any income or franchise tax levied upon the income, rent, profits, business or estate of Landlord or any gross receipts, inheritance or estate taxes.

[Landlord and Tenant each acknowledge that as of the date of this Lease, the Premises are exempt from real property taxation, however, in the event that the Premises or any part thereof should become subject to real property taxation during the Lease Term, Tenant shall be obligated to and shall pay all taxes levied or assessed against the Premises pursuant to the terms and conditions of this Article 15.]

15.2. Landlord shall provide Tenant with a copy of all tax bill(s) for the Premises promptly upon Landlord's receipt thereof, showing Tenant's pro rata share. Tenant shall reimburse Landlord the amount attributable to its pro rata share within thirty (30) days after receipt of the undisputed tax bill.

Tenant shall, at its expense, upon notice to Landlord, have the right to contest any and all such real estate taxes and assessments in its own name. Landlord shall, on the request of Tenant, cooperate in such contest, except for the cost thereof.

ARTICLE 16. Default by Tenant and Remedies.

16.1. The following shall be "Events of Default" by Tenant:

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(a) The failure to pay Rent or any other amount payable hereunder within 30 days after written notice to Tenant of such failure to make the Rent payment when it was first due and payable.

(b) The failure to comply with any other provision of this Lease that is not cured within 30 days after written notice thereof to Tenant; provided, however, if the matter in question is not reasonably susceptible of being cured within 30 days, then it shall not be an Event of Default hereunder if Tenant commences to cure such matter within such 30 day period and thereafter diligently and with continuity prosecutes such cure to completion in a period not to exceed 90 days after the giving of such notice.

(c) The bankruptcy or insolvency of Tenant or any guarantor of this Lease.

16.2. Upon the occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies, all of which shall be cumulative and nonexclusive, without further notice or demand:

(a) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent to the extent permitted by law, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and Landlord may recover from Tenant any unpaid rent which has been earned at the time of such termination, plus any other amount necessary to compensate Landlord for all damages, liabilities, costs, and expenses proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of business would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

(b) Terminate Tenant's right to possess the Premises by re-entering the Premises by force, summary proceedings, ejection or otherwise, and eject all parties in possession therefrom, using such force for that purposes as may be necessary, without being liable to any prosecution for said re-entry or the use of such force and without terminating this Lease, at any time and from time to time relet the Premises or any part or parts thereof for the account of Tenant or otherwise, receive and collect the rents therefor, applying the same first to payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and reasonable attorneys' fees and brokerages, paid, assumed or incurred by Landlord in connection with reletting the Premises, and then to the fulfillment of the covenants of Tenant. Any such reletting as provided for herein may be for the remainder of the term of this Lease as originally granted or for a longer or shorter period. In any case and

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whether or not the Premises or any part thereof be relet, Tenant shall pay to Landlord all sums required to be paid by Tenant up to the time of re-entry by Landlord, and thereafter Tenant, shall, if required by Landlord, pay, upon demand, to Landlord until the end of the term of this Lease the equivalent amount of all rent and other charges required to be paid by Tenant under the terms of this Lease, less the avails of such reletting during the term of this Lease, if any, after payment of the expenses of Landlord as aforesaid. No such re-entry by Landlord shall constitute an election to terminate this Lease unless and until Landlord thereafter gives Tenant notice of Landlord's election to terminate. Landlord shall have the right to continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due. Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.. In such event, Landlord may alter or change locks and other security devices at the Premises. Landlord shall have no obligation to furnish a new key unless and until Tenant cures all existing Events of Default and delivers to Landlord additional security, as determined by Landlord, for performance of Tenant's obligations.

(c) Perform any of Tenant's obligations under this Lease, and Tenant shall reimburse Landlord on demand for all reasonable costs incurred by Landlord in doing so.

(d) Exercise any other remedy provided in this Lease or available to Landlord at law or in equity.

16.3. Exercise by Landlord of any one or more remedies hereunder or otherwise available shall not be an acceptance of surrender of the Premises. If Landlord terminates this Lease or Tenant's right to possess the Premises, Tenant shall immediately deliver possession of the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other right, take possession of the Premises and remove Tenant and any other occupants. Tenant shall have no (and hereby waives) claim for damages by reason of any entry, repossession or alteration of locks or other security devices.

16.4. If Landlord terminates this Lease or Tenant's right to possession: (a) Landlord shall use commercially reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Building; (b) Landlord shall not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Premises; and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent by the reasonable rental value of the Premises during such period. In recognition that the value of the Building depends upon on the rental rates and terms of leases therefor, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below the rates provided in this Lease, or containing terms less favorable than those contained in this Lease, shall not give rise to a claim by Tenant that Landlord failed to mitigate damages.

16.5. If Tenant should fail to pay any installment of Rent or other sum to be paid hereunder within 10 days after written notice to Tenant of the due date: (A) Tenant

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shall pay Landlord on demand a late charge of up to 10% of the past due amount; and (B) the amount in question shall bear interest at 12% per annum from the date due until paid.

16.6. The rights and remedies of Landlord herein stated shall be in addition to any and all other rights and remedies which Landlord has or may hereafter have at law or in equity. Time is of the essence with respect to all time periods provided in this Lease.

16.7. In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have 30 days, or if the matter in question is not reasonably susceptible of being cured within 30 days, then it shall not be an event of default by Landlord if Landlord commences to cure such matter within such 30 day period and thereafter diligently and with continuity prosecutes such cure to completion in a period not to exceed 90 days after the giving of such notice. In the event that Landlord does not cure such default within thirty (30) days after written demand by Tenant that the default be cured, or if such default cannot reasonably be cured within thirty (30) days and Landlord fails to commence to cure such default within ninety (90) days and pursue curing activities diligently to completion, Tenant may, at its option: (a) upon first giving Landlord ten (10) days prior written notice of its intent to make such payment, pay any sum necessary to perform any obligation of Landlord hereunder and deduct such amounts from the Rent thereafter to become due; provided however that if, upon receipt of Tenant's prior ten (10) day notice, Landlord notifies Tenant that Landlord will make such payment, Tenant may not thereafter make the payment and deduct same from Rent otherwise due unless Tenant verifies that Landlord has not made such payment at the end of the ten (10) day notice period and gives written notice to Landlord that it is making the payment. The term "Landlord" shall mean only the owner, from time to time, of the Building, and in the event of the transfer by an owner of its interest in the Building, such owner shall be released from all obligations of the Landlord thereafter accruing, but such obligations shall be binding upon each new owner for the duration of such owner's ownership. Notwithstanding any other provisions hereof, in the event of any breach or default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the land and improvements which constitute the Building, and in no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against Landlord.

ARTICLE 17. Mechanics' Liens. Tenant shall not cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Real Property, Building, or Premises. Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens including without limitation the requirements under §1311 et seq. of the Ohio Revised Code. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Real Property, the Building, or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record or post a bond in form and substance satisfactory to Landlord. Notwithstanding anything to the contrary set forth

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in this Lease, in the event that such lien is not released and removed on or before the date occurring five days after notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

ARTICLE 18. Holding Over. If Tenant remains in possession of the Premises after the end of the Term, with or without the written consent of Landlord, such tenancy shall be from month-to-month only at the option of Landlord, and shall not constitute a renewal hereof or an extension for any further term, and in such case Minimum Rent shall be payable at a monthly rate equal to 150% of the Rent applicable during the last rental period of the Lease Term under this Lease. If a month-to-month tenancy is elected by Landlord during the holdover period, such holdover period shall be cancelable by Landlord on thirty (30) days prior written notice to Tenant and the consequences of failure by Tenant to peacefully surrender the Premises shall go into effect if Tenant does not vacate the Premises within such thirty (30) day period. Such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein. Nothing contained in this Article shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in Article 15 of this Lease upon the expiration or other termination of this Lease. The provisions of this Article shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. Tenant acknowledges that if Tenant holds over without Landlord's consent, such holding over may compromise or otherwise affect Landlord's ability to enter into new leases with prospective tenants regarding the Premises. Therefore, if Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify, and hold Landlord harmless from all direct loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.

ARTICLE 19. Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Premises or the Building, and to any renewals and extensions thereof, but Tenant agrees that any mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease, and Tenant shall attorn to any mortgagee upon request therefor. Tenant shall execute such further instruments subordinating this Lease as Landlord may reasonably request, and as Landlord's lender may reasonably require provided, however, that all such subordination documents shall contain reasonable non-disturbance language.

ARTICLE 20. Notices. Any notice or communication required by this Lease must be in writing. Notices and other communications shall be given by