

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

THIS SECOND AMENDMENT to the University Banking Services Agreement (the "Second Amendment") is made and entered into this 17th day of March, 2016, (the "Second Amendment Effective Date"), by and between the Arcadia University, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Second Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Second Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated July 1, 2009, as amended by the First Amendment dated October 1, 2013, (collectively the "Agreement");

WHEREAS, PNC Bank pursuant to Exhibit D, the Payment Solutions Agreement, has been processing certain mutually agreed payments and disbursements to students and, in conjunction therewith, provide an on-line service for those payments and disbursements (the "Payment Solutions Service"); and

WHEREAS, PNC Bank and University now chooses to mutually terminate the Payment Solutions Agreement and the Payment Solutions Services related thereto in accordance with the terms and conditions of this Second Amendment; and

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

1. Exhibit D, Payment Solutions Agreement is hereby deleted in its entirety from the Agreement, as of the Payment Solutions Services Termination Date.
2. For purposes of this Second Amendment the Payment Solutions Services Termination Date shall mean June 30, 2016, or an earlier date, as mutually agreed to in writing by the parties.
3. PNC Bank shall be obligated to provide the Transition Services as further described on **Exhibit A**, (the "Transitions Services"), which is attached hereto and incorporated herein.
4. Any references to Exhibit D, or the services related thereto, in the Agreement shall be deleted as of the Payment Solutions Services Termination Date.
5. All provisions of the Agreement not specifically mentioned in this Second Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

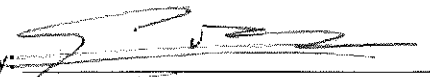
PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 3/21/16

Arcadia University
("University")

By: 
Eric R. Nelson

Title: Vice President Finance

Date: 3/17/16

Approved as to Legal Form by the Arcadia University
Office of General Counsel

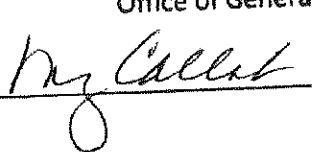
By:  Date: 3/15/16

EXHIBIT A

TRANSITION SERVICES

The parties mutually agree to provide to the other certain agreed upon wind down services to facilitate the smooth transition of the Payment Portal Services to the University and/or its designee, (the "Transition Services").

Transition Assistance: During the period between the Second Amendment Effective Date and the Termination Date, each party shall provide the Transition Services set forth below:

A. PNC Bank:

- (i) PNC Bank will no longer accept demographic files and/or payment files from the University after June 28, 2016.
- (ii) PNC Bank will no longer permit student access to the Payment Portal after June 30, 2016.
- (iii) PNC Bank will permit no more than two (2) University staff members, identified in advance prior to the Payment Solutions Services Termination Date, administrative access to the Payment Portal, said access shall continue until December 31, 2016. Administrative access is permitted for the purposes of:
 - a.) clearing any miscellaneous items;
 - b.) viewing student activity history in the Payment Portal; and
 - c.) resolving all unclaimed payments that were issued pursuant to the Payment Solutions Services.
- (iv) Upon request, PNC Bank may, in its discretion, provide Preference Information to the University. "Preference Information" shall mean, refunding information provided to the University by the student through the Payment Portal Services. For students who elected ACH delivery of their refund, this may include: (a) bank routing number; (b) bank account number; and (c) bank account type. The Preference Information shall be provided, by PNC Bank to the University, no later than June 30, 2016.

B. University:

The University, and or its designee, shall provide any requested assistance to PNC Bank regarding the Transition Services.