

**THIRD AMENDMENT**  
**TO THE AGREEMENT BETWEEN**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**AND BANK OF THE WEST**

**THIS THIRD AMENDMENT** ("Third Amendment") is made, entered into, and effective as of June 29, 2021 ("Effective Date") by and between **The Regents of the University of California, a California corporation** ("University") and **Bank of the West, a California banking corporation** ("Bank of the West").

**WHEREAS**, University and Bank of the West entered into an agreement ("Agreement"), effective July 1, 2015, amended on January 1, 2016 and December 23, 2019, to set forth an exclusive sponsorship relationship between the parties;

**WHEREAS**, University and Bank of the West have elected to amend the Agreement in certain ways in light of the COVID-19 pandemic and its international, national, local and institutional legal, regulatory, policy and practical restrictions, limitations, implications and eventualities (collectively, the "COVID-19 Considerations"); and

**WHEREAS**, University and Bank of the West wish to amend the Agreement to include the refinement or addition of:

1. Specific sponsorship entitlements provided to Bank of the West as outlined in Exhibit B (Activities to be Supported on an Annual Basis), Section X (People & Culture) and Section 5 (Cal 1 Card Program)
2. Annual payments by Bank of the West to the University, as outlined in Exhibit E, Payments by Bank of the West to University

**NOW THEREFORE**, in consideration of the premises and promises herein contained, the parties hereby agree to amend the Agreement as follows:

1. For Years 7-10 of the Term, Exhibit B (Activities to be Supported on an Annual Basis), Section 18 (People & Culture) is hereby added:
  18. Bank of the West to be included in the following opportunities on an annual basis:
    - One (1) dedicated email from People & Culture to University employees that is specific to Bank of the West or its products or services
    - One (1) mention of Bank of the West at University's New Employee Reception & Orientation (NERO)
    - Inclusion in two (2) e-newsletters/emails from People & Culture to University employees, not limited to Bank of the West or its products or services

2. For Years 7-10 of the Term, Exhibit B, Section 5 (Cal 1 Card Program), is hereby amended by deleting the following:
  - d.2. Opportunity to distribute one (1) co-branded 4x6 piece at the Cal 1 Card office
  - e.1 Opportunity to staff a table at a proximate location to any location where the Cal 1 Card is tabling up to six (6) times per year.
3. For Years 7-10 of the Term, Exhibit E, Sections 1 (Annual Payments), and I.g., I. h, I.i (Payment Schedule) are hereby amended as follows:

**EXHIBIT E**

**PAYMENTS BY BANK OF THE WEST TO UNIVERSITY**

**1. Annual Payments**

Subject to the express conditions set forth herein, during the Term of this Agreement, Bank of the West shall make the following annual payments to University (each an “Annual Payment”), payable to The Regents of the University of California:

Year	Date Range	Payment Total
1	July 1, 2015 – June 30, 2016	\$1,599,500
2	July 1, 2016 – June 30, 2017	\$1,677,000
3	July 1, 2017 – June 30, 2018	\$1,777,000
4	July 1, 2018 – June 30, 2019	\$1,677,000
5	July 1, 2019 – June 30, 2020	\$1,677,000
6	July 1, 2020 – June 30, 2021	\$1,827,000
7	July 1, 2021 – June 30, 2022	\$1,132,025
8	July 1, 2022 – June 30, 2023	\$1,627,000
9	July 1, 2023 – June 30, 2024	\$1,677,000
10	July 1, 2024 – June 30, 2025	\$1,677,000

**I. Payment Schedule:**

- a. Jan 1, 2016 - \$1,599,500 representing period from the start of term through June 30, 2016 (collectively defined as Year 1); less payment directly to CAA in the amount of \$95,379; less credit forestimated amount paid to student intern of \$7,500.

- b. Jan 1, 2017 - \$1,677,000 representing period from July 1, 2016 through June 30, 2017 (collectively defined as Year 2); less payment directly to CAA in the amount of \$100,000; less credit for estimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.
- c. Jan 1, 2018 - \$1,777,000 representing period from July 1, 2017 through June 30, 2018 (collectively defined as Year 3); less payment directly to CAA in the amount of \$105,963; less credit forestimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.
- d. Jan 1, 2019 - \$1,677,000 representing period from July 1, 2018 through June 30, 2019 (collectively defined as Year 4); less payment directly to CAA in the amount of \$100,000; less credit forestimated amount paid to student two interns of \$15,000 or such other amount as may be approved by University.
- e. Jan 1, 2020 - \$1,677,000 representing period from July 1, 2019 through June 30, 2020 (collectively defined as Year 5); less payment directly to CAA in the amount of \$100,000; less credit forestimated amount paid to student interns of \$15,000 or such other amount as may be approved by University.
- f. Jan 1, 2021 - \$1,827,000 representing period from July 1, 2020 through June 30, 2021 (collectively defined as Year 6); less payment directly to CAA in the amount of \$108,945; less credit forestimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.
- g. Jan 1, 2022 - \$1,132,025 representing period from July 1, 2021 through June 30, 2022 (collectively defined as Year 7); less payment directly to CAA in the amount of \$100,000; less credit forestimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.
- h. Jan 1, 2023 - \$1,627,000 representing period from July 1, 2022 through June 30, 2023 (collectively defined as Year 8); less payment directly to CAA in the amount of \$100,000; less credit forestimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.
- i. Jan 1, 2024 - \$1,677,000 representing period from July 1, 2023 through June 30, 2024 (collectively defined as Year 9); less payment directly to CAA in the amount of \$111,926; less credit forestimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.
- j. Jan 1, 2025 - \$1,677,000 representing period from July 1, 2024 through June 30, 2025 (collectively defined as Year 10); less payment directly to CAA in the amount of \$100,000; less credit forestimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.

- 4. Section 27 (Notices) is hereby amended by adding the following: Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE.

5. For Section 27 (Notices), University's contacts are hereby deleted and replaced as follows:

If to the University:  
Amy Gardner, Executive Director  
University of California, Berkeley  
University Business Partnerships & Services  
1608 Fourth Street  
Berkeley, CA 94710  
amygardner@berkeley.edu

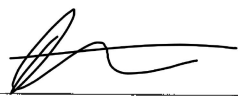
With copy to:  
Julie Conner, Campus Counsel  
University of California, Berkeley  
Office of Legal Affairs  
One California Hall #1500  
Berkeley, CA 94720-1500  
jconner@berkeley.edu


6. Except as modified or amended herein, the terms and conditions of the Agreement shall remain in full force and effect and the obligations, liabilities, and rights of the parties herein and thereunder shall remain unchanged.
7. The Parties acknowledge and agree that the reduction in Annual Sponsorship payments reflected in this Amendment constitute the sole adjustment to Bank of the West payments due hereunder with respect to cancelled elements or other changes to sponsorship elements due to COVID-19 considerations, pursuant to Section 29 of the Agreement ("Force Majeure"), or otherwise through the period ending June 30, 2021. Without limitation on the foregoing, Bank of the West will not seek or be entitled to further reduction in Annual Sponsorship payments based on limitations on on-site or in-person activities or other changes due to COVID-19 considerations that occur prior to June 30, 2021

**[signature page follows]**

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties effective on the Effective Date.

**BANK OF THE WEST**

By:   
Name: Reem Prendiville on behalf of Daniel Osipow  
Title: Procurement Manager  
Date: 7/21/2021

  
Alan Newstead  
Head of Sourcing  
6/26/2021

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Eryn Hong  
Title: Manager, Brand Protection and Business Projects  
Date: 7/2/2021