

**UC BERKELEY- BANK OF THE WEST IMPLEMENTATION AGREEMENT PERTAINING
TO UC BERKELEY'S UNIVERSITY PARTNERSHIP PROGRAM**

This UC Berkeley-Bank of the West Implementation Agreement Pertaining To UC Berkeley's University Partnership Program sets forth the agreement for an exclusive sponsorship relationship ("Agreement") between Bank of the West, a California banking corporation ("Bank of the West"), and The Regents of the University of California, a California corporation (hereinafter referred to as the "University"), with an effective date of July 1, 2015 ("Effective Date").

WHEREAS, the University operates the University of California, Berkeley campus (meaning all academic, business and operational units of the University over which the Chancellor of the University of California, Berkeley campus has authority, formally conferred through delegations of authority from the Board of Regents or the President of the University, referred to hereinafter as the "Campus"); and

WHEREAS, Bank of the West desires the right to be the exclusive promotional and marketing sponsor to the Campus with regard to banking and financial advisory services; and

WHEREAS, Bank of the West has competed for such opportunity; and

WHEREAS, Bank of the West wishes to identify itself with the University (on the terms set forth herein) and to have its banking and financial advisory services promoted and sold in cooperation with the University (on the terms set forth herein) and further wishes to receive the other promotional and marketing benefits provided for by the University in this Agreement; and

WHEREAS, University has determined that it is in the best interests of the University to contract with Bank of the West to provide for the sponsorship, marketing and other relationship opportunities described herein; and

WHEREAS, University has determined that as of the date of this Agreement, Bank of the West's business activities and reputation are consistent with the mission and reputation of University.

NOW, THEREFORE, the parties agree as follows:

1. **DURATION OF TERM.** The Agreement will become effective upon the date set forth above. The term shall begin on July 1, 2015, and will continue until June 30, 2025, a period of (10) ten years, unless the Agreement is earlier terminated in accordance with its terms or the parties mutually elect to extend the agreement by written modification. Each successive twelve-month period commencing on July 1, 2015 and ending on June 30, 2025, shall be referred to herein as a "Year." The entire duration of this Agreement is referred to herein as the "Term." Bank of the West shall have the right to engage in exclusive renewal discussions with University in good faith between February 1, 2024 – March 31, 2024, provided, however, that such discussions will not commence until Bank of the West has had no less than thirty (30) days to review and analyze an Annual Benefits Evaluation (as defined herein) to be prepared by University covering the August 1-December 31, 2023 University football season, and provided that the material outcome of such discussions shall be disclosed to potential RFP respondents to the extent that these discussions impact the scope of any contract competed by the University to award similar rights to those provided by this agreement following expiration of the Term. Further, the University shall consider as part of its award criteria for award of any contract competed by the University to award similar rights to those provided by this Agreement following expiration of the Term the successful performance by Bank of the West of its obligations under this Agreement.

2. **PAYMENT BY BANK OF THE WEST.** Bank of the West shall pay University during the Term of this Agreement the amounts provided in Exhibit E and made a part of this Agreement.

3. **SPONSORSHIP RIGHTS.** For purposes of this Agreement, the nature of the services offered by Bank of the West is specifically set forth in Exhibit A and made a part of this Agreement (the “Scope”). Bank of the West shall have the exclusive right to promote itself with regard to the services described in Exhibit A. Bank of the West may use the “Approved Designations” set forth in Exhibit A, and such other designations approved by University in writing from time to time. University hereby grants Bank of the West a non-exclusive, royalty-bearing, non-transferable, revocable, license to use and display the University Marks (defined in Section 12, below) in the United States and in a manner directed toward only United States audiences during the Term under the terms and conditions set forth in this Agreement, including without limitation those set forth in Exhibit F and made a part of this Agreement. Such promotion may occur as provided for in Exhibit B and Exhibit C and made a part of this Agreement. The royalty referred to in this section is included as part of, and is not in addition to, the payments to be made by Bank of the West to University pursuant to this Agreement. Additional annual partnership opportunities may arise throughout the Term. The University Business Partnerships & Services (UBPS) office will audit these opportunities and present them to Bank of the West in May of each Year. In the event of a one-off event, UBPS may present Bank of the West with an additional opportunity in the middle of a contract year, after initial review. It is understood that any additional partnership opportunities will require additional investment, unless otherwise stated.

4. **APPROVAL OF SPECIFIC USE OF UNIVERSITY MARKS REQUIRED.** Bank of the West shall submit to the University’s Office of Business Contracts & Brand Protection (“BCBP”), which oversees the University Marks, for review and written approval in advance of any use, samples of Bank of the West’s proposed uses of the University Marks, including uses in advertising and marketing materials. Bank of the West’s use of the University Marks shall be consistent with the Trademark Use Guidelines attached hereto as Exhibit F and made a part of this Agreement and any Visual Design Guidelines issued by University’s Office of Communications & Public Affairs and provided to Bank of the West. BCBP will make every reasonable effort to review samples submitted by Bank of the West and to approve or suggest necessary modifications to such samples as quickly as reasonably possible but in any event within ten (10) business days after receipt of the submission. Upon the University’s written request, Bank of the West shall certify annually that its use of the University Marks conforms to the pre-approved samples. Bank of the West shall modify, at its sole cost and expense, any changes it made to the University Marks or samples or its use of the University Marks or samples which were not pre-approved. To denote the University’s ownership of the University Marks, Bank of the West shall include as required and provided by University, appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites, and/or on product.

5. **LIMITATIONS UPON SPONSORSHIP RIGHTS.** Bank of the West shall use the University Marks only in connection with reference to the sponsorship of the Campus. Bank of the West shall not use the University Marks for any other purpose or in combination with any other trademark or service mark without the prior advance written consent of University. Bank of the West shall not manufacture or cause to be manufactured any promotional items, products or merchandise using the University Marks without the prior advance written consent of University, which may be withheld in University’s sole discretion. In accordance with the system-wide policy UC Code of Conduct for Trademark Licensees, which is attached hereto as Exhibit H and made a part of this Agreement, Bank of the West must use a vendor licensed by University when the University’s name, trademarks, or co-branding image depicting either are placed on goods to be given away, unless otherwise approved in writing by University. Such promotional items may not be offered for sale. The current list of licensed vendors was provided to Bank of the West contemporaneous with the execution of this Agreement. Bank of the West acknowledges that University’s published requirements must be observed with regard to the conditions under which any apparel or other material bearing its marks must be manufactured and that the failure to observe these requirements could be a basis upon which such approval might be denied. Bank

of the West acknowledges that this Agreement is founded on the significant goodwill and positive reputation the University has developed in connection with its operation, as well as the value of that goodwill and reputation in the minds of educational communities, the public, and other constituencies. Bank of the West agrees that it is critical that such goodwill and reputation be protected and enhanced and, toward this end, Bank of the West shall not misuse the University Marks, apply to register or maintain any application or registration of a confusingly similar service mark, trademark, or logo, or use the University Marks in any way or for any purpose except as authorized by this Agreement. Bank of the West agrees that the goodwill associated with and derived from Bank of the West's use of the University Marks shall inure to the benefit of, and belong to, the University. Bank of the West acknowledges that the UC Code of Conduct for Trademark Licensees and list of licensed vendors changes from time to time, and agrees to comply with the then-current versions of both during the Term; upon request by Bank of the West, University shall provide to Bank of the West the then current versions of both, upon which Bank of the West may rely on awarding vendors contracts that may last as long as the duration of the Term.

6. **PROMOTIONAL ACTIVITIES.** University may promote the sponsorship, and Bank of the West's products, services and promotions, only as expressly authorized in writing by Bank of the West. Each party shall conduct itself professionally, and not state or imply that it is acting for or on behalf of the other party. Neither party shall make unauthorized, false, deceptive or misleading statements or representations about the other party or its products, services and promotions, or any general or customer-specific representation concerning such other party's willingness to enter into any agreement. University shall obtain the prior written approval of Bank of the West for the production, distribution, publication or other communication of any advertising, promotional or sales materials, or other material, relating to Bank of the West, its products or services, or the sponsorship, including marketing materials and any depictions of the Bank of the West Marks (as defined in Section 11 below).

7. **ON-CAMPUS ADVERTISING RIGHTS.** Subject to any specific exclusion set forth herein and the terms of this Agreement, University hereby grants to Bank of the West the exclusive right to engage in marketing and promotional activities advertising the services described in Exhibit A at the physical locations of the Campus. Bank of the West may engage in such activities as set forth in Exhibit B, to the extent approved in writing by University, which consent may be withheld at the discretion of University to the extent that such activities are not consistent with the terms this of this Agreement, or to the extent that specific proposed activities would, in the reasonable opinion of the University, interfere with the operations of the University or damage the reputation of the University. No permanent or temporary advertising, signage or trademark visibility for services that compete commercially with those described in Exhibit A, including without limitation point-of-sale displays in retail locations operated by the University, shall be displayed or permitted by University anywhere upon the Campus. If Bank of the West becomes aware of such unpermitted advertising, Bank of the West shall inform University, and University shall promptly abate such advertising. Bank of the West understands and acknowledges that University's Campus is a facility open to the public, and that the University may require a longer period of time to abate such unpermitted advertising when messages are displayed by persons who are not employed by University.

8. **NO COMPETITIVE ADVERTISING OR SPONSORSHIP; EXCLUSIONS.** University shall not advertise, promote, depict or merchandise a commercially competing service to that described in Exhibit A anywhere in or in association with the Campus, except as specifically and expressly provided elsewhere in this Agreement. Further, during the Term, University shall not accept or receive sponsorship or advertising revenue from any commercial seller of the services described in Exhibit A with regard to the Campus, except as specifically and expressly provided elsewhere in this Agreement. Bank of the West understands and acknowledges that a university is an open environment in which members of the community who do not speak for the institution in an official capacity may advocate for their own interests and points of view, and that University's students are not employees and are permitted by Campus policies to exercise broad rights with regard to their own speech, unencumbered by University. Notwithstanding the prohibitions imposed upon University described above, the following

University activities and Campus physical locations upon which such activities take place are expressly not subject to the requirements of this section or any other term of this Agreement:

(a) The activities of any campus or operational unit of the University of California other than the Campus.

(b) Services (including products that compete with Bank of the West's services) in actual use when products associated with such services may bear trademarks. For example, Campus need not restrict from public view the ordinary business use of letterhead received from competing financial institutions.

(c) Point-of-sale displays located in real property leased by University to tenants who are not, as of the date of this Agreement, prohibited from advertising and displaying products that compete with products subject to University's exclusive sponsorship agreements.

(d) On-site advertising, merchandising of products, and activities within physical space leased to third parties by University at physical Campus locations in Richmond, California.

(e) Sponsorship arrangements and naming rights conferred by financial service providers Visa, MasterCard, American Express, and Discover, provided that any such sponsorship or naming rights shall not include the right to issue co-branded debit or credit cards bearing the University Marks;

(f) Facilities including without limitations conference rooms and classrooms named in honor of competing financial institutions that exist as of the date of this Agreement. If a financial institution proposes to make a gift that includes a naming opportunity with regard to a facility during the Term, excluding Memorial Stadium and the Haas Pavilion basketball court, Bank of the West shall be offered the opportunity to make the donation and receive the naming recognition in lieu of the other financial institution, prior to acceptance of the gift. If a financial institution proposes to make a gift that includes a naming opportunity with regard to Memorial Stadium and the Haas Pavilion basketball court, Bank of the West shall be offered the opportunity to make the same or better donation and receive the naming recognition in lieu of the other financial institution, prior to acceptance of the gift, and if the University declines Bank of the West's offer to make such donation in lieu of the gift proposed by other proposed financial institution donor, then Bank of the West may terminate this Agreement.

(g) University shall have the right to sell the following types of media inventory with respect to Cal Athletics to third party banks and/or credit unions; provided that University shall not grant any such banks or credit unions the right to use any Cal Athletics trademarks or other intellectual property or any official designation as a sponsor of Cal Athletics: (i) pre- and/or post-game radio advertising during University's radio broadcasts of Cal Athletics games and/or advertising during University's Cal Athletics coaches' shows; (ii) print advertising in Cal Athletics magazines and/or game day programs; and (iii) hospitality at Cal Athletics events; provided that, University agrees that it will not grant any such hospitality to any third party banks and/or credit unions on Bank of the West's Football Game Day as described in this Agreement and/or Bank of the West's Men's Basketball Game Day as described in this Agreement. For greater clarity, the parties agree that third party banks and/or credit unions cannot appear in any television-visible or television-audible executions, including without limitation, signage and public address announcements, nor any non-television-visible executions, including without limitation, Fan Fest zones, concourse advertising, parking lot advertising, or web-based advertising within the stadiums/arenas; provided that, any bank or credit union purchasing hospitality at Cal Athletics events will have the right to designate its hospitality area with

identifying, non-branded signage that identifies the hospitality area, such as “Tent No.1,” and such signage is limited to one (1) exterior sign at such bank or credit union’s hospitality area. University shall ensure that media inventory with respect to Cal Athletics described in this Agreement which University controls will not be given or sold to any person or entity for the promotion of products and/or services competitive to or antithetical or incompatible with Bank of the West’s products or services without having first given Bank of the West written notice of the terms and conditions of each such proposed buy and five (5) business days in which to accept in writing the terms and conditions of each such proposed offer (the “Right of First Media Inventory Refusal”). If Bank of the West does not exercise this Right of First Media Inventory Refusal, University will not thereafter permit the sale of rights similar to those hereunder to any third party on terms and conditions more favorable than those offered to Bank of the West under the Right of First Media Inventory Refusal, without first offering Bank of the West again a Right of First Media Inventory Refusal as described hereunder. In no event will University permit a person or entity promoting a competitive, antithetical or incompatible product or service to run an advertisement during the same commercial break as Bank of the West’s products and services are being advertised.

(h) With regard to the Cal Alumni Association, Bank of the West’s exclusivity shall be limited to the promotion of its Mass Affluent services, Wealth Management services, Investment Products, and Mortgage Products, as the foregoing services are defined in Exhibit A. No other financial services organization will be able to market services in those categories in cooperation or association with the Cal Alumni Association during the Term of this Agreement. The Cal Alumni Association shall be able to enter into sponsorship or promotional agreement with the providers of other financial services, specifically but without limitation debit and credit card issuers, during the Term of this Agreement provided that as a part of such agreements the Cal Alumni Association is unable to provide access to on-campus advertising, marketing or other similar on-campus activities outside of their leased space. University shall not provide to the Cal Alumni Association personal information regarding (or contact lists comprising data regarding) employees or current students (other than recently graduated students who are already alumni), staff and faculty for the purpose of marketing debit or credit cards. Co-branded debit card and credit card products bearing the University Marks affirmatively marketed to alumni (though offered to the public) pursuant to contracts executed by the Cal Alumni Association (with the consent and approval of the University) are not subject to the exclusivity provisions of this Agreement. Making websites offering California Alumni Association co-brand debit and credit cards bearing the University Marks viewable by the general public and locatable by entering terms into search engines does not violate the exclusivity provisions of this Agreement, so long as it is clear that the webpages do not imply sponsorship of the Campus by the issuer of such cards. University and the California Alumni Association shall not permit the marketing of such cards to imply sponsorship of the Campus by the issuer of such cards.

(i) Bank of the West may, consistent with the terms of this Agreement, issue debit cards that are co-branded with the University Marks. Bank of the West may not issue credit cards that are co-branded with the University Marks.

(j) Any sponsorship of Cal Performances events and programs, as described in this subsection, immediately following, is exempt from the exclusivity provisions of this Agreement. Cal Performances manages performing arts events in Zellerbach Auditorium, Wheeler Auditorium, Zellerbach Playhouse and the Hearst Greek Theatre. These events are or have been sponsored by financial institutions including for example Wells Fargo Bank, Bank of America and Mechanics Bank. Sponsorship of events may include, for example but without limitation, references to sponsors in ticket solicitation publications, websites, programs, playbill magazines,

on tickets, on ticket envelopes, on banners in the interior of facilities, in announcements before and during performances, and through sponsor tabling before, during intermission of, and after events. Sponsorship may include permitting sponsors to promote their services and products in the interior of the event facility prior to, during intermission of, and after events, and in programs and other printed materials directly related to events, but shall not include the ability of sponsors to market products and services in exterior areas surrounding the event facilities. Cal Performances sponsors volunteering at any events in any campus location managed by Cal Performances may wear shirts, pins, tags, or other items bearing the trademarks of sponsors. Should any Cal Performances sponsorship arrangement existing as of the date of this Agreement not be renewed or be withdrawn, the University shall provide Bank of the West with the opportunity to contract separately from this Agreement to assume that specific sponsorship opportunity. So long as the University provides Bank of the West with notice of Cal Performances productions at least ten (10) calendar days prior to such performances, Bank of the West shall not engage in tabling or other affirmative marketing that would compete with a Cal Performances financial services sponsor within 500 feet of the facility hosting such event.

(k) Museum exhibitions or film series sponsored by The University Art Museum/Pacific Film Archive or the Lawrence Hall of Science are exempt from the exclusivity provisions of this Agreement. When the University exclusively controls the sponsorship or recognition rights for such exhibitions or series, prior to accepting such sponsorship or recognition from a financial institution, the University shall provide Bank of the West the opportunity to, separate from this Agreement, sponsor or be recognized with regard to such exhibit or program on the same terms proposed by another financial institution prior to accepting such sponsorship. Should any museum exhibitions or film series sponsored by The University Art Museum/Pacific Film Archive or the Lawrence Hall of Science sponsorship arrangement existing as of the date of this Agreement not be renewed or be withdrawn, the University shall provide Bank of the West with an opportunity to contract separately from this Agreement to assume that specific sponsorship opportunity

(l) Also exempt from the exclusivity provisions of this Agreement are financial products offered in California by entities which are not commercial banks, savings banks, credit unions, and bank-named subsidiaries, including for example only, investment companies and private equity placement services.

(m) Bank of the West shall not market federally guaranteed student loans or products designed for the specific purpose of consolidating or refinancing such loans to students attending the Campus during the term of this Agreement, provided, however, that Bank of the West may generally advertise to the public that Bank of the West offers such loans.

9. **DISCLOSURE OF AGREEMENT.** University shall not affirmatively publicize the business terms of this Agreement, but University may comply with any obligations imposed by law, including but not limited to the provisions of the California Public Records Act, with regard to the disclosure of such business terms and this Agreement. Bank of the West acknowledges that provisions of this Agreement would not be exempt from disclosure should the University receive a request to disclose this Agreement pursuant to the California Public Records Act.

10. **MARKETING AND PROMOTIONAL OPPORTUNITIES.** Bank of the West and University shall jointly facilitate the marketing and promotional opportunities described in Exhibit B and Exhibit C. In the event that marketing and promotional activities fall below the minimums set forth in Exhibit B and Exhibit C, Bank of the West shall be entitled to a mutually agreed-upon “make good” entitlement of equal value or better. To the extent that Bank of the West is entitled to a “make good”

pursuant to this Section during the final year of the Term and after the University has informed Bank of the West that it is not the successful proposer with regard to an agreement that is the successor (in substantial form) to this Agreement, Bank of the West shall be entitled to elect to receive either a “make good” or a cash payment from the University equal to the fair market value, as mutually agreed-upon by the parties.

11. **BANK OF THE WEST MARKS.** As used in this Agreement, the term “Bank of the West Marks” means the services marks, trademarks, and trade names listed in the attached Exhibit G and made a part of this Agreement. University acknowledges and agrees that Bank of the West may make changes to the Bank of the West Marks at any time and from time to time. University may use Bank of the West’s trademarks, marks and trade names including logos that are identified for University’s use or otherwise provided to University in writing (the “Bank of the West Marks”), subject to a limited, non-exclusive, non-transferable, revocable right and license which Bank of the West grants to University solely for use in connection with the sponsorship under this Agreement. Nothing in this Agreement or in University’s use of the Bank of the West Marks confers upon University any right, title or interest in or to the Bank of the West Marks, or in any similar marks beyond the rights granted in this Agreement. Bank of the West retains all right, title, and interest in and to the Bank of the West Marks except as otherwise explicitly stated herein. Nothing in this Agreement grants by implication, estoppel, or otherwise any rights to Bank of the West’s intellectual property, except as explicitly set forth herein. University acknowledges and agrees that, except as may be provided elsewhere in this Agreement, the license to use the Bank of the West Marks granted here is provided “as is” without any warranties of representations of any kind. University acknowledges that this Agreement is founded on the significant goodwill and positive reputation Bank of the West has developed in connection with its operation, as well as the value of that goodwill and reputation in the minds of educational communities, the public, and other constituencies. University agrees that it is critical that such goodwill and reputation be protected and enhanced and, toward this end, University shall not misuse the Bank of the West Marks, apply to register or maintain any application or registration of a confusingly similar service mark, trademark, or logo, or use the Bank of the West Marks in any way or for any purpose except as authorized by this Agreement. University agrees that the goodwill associated with and derived from University’s use of the Bank of the West Marks shall inure to the benefit of, and belong to, Bank of the West.

12. **UNIVERSITY MARKS.** As used in this Agreement, the term “University Marks” means the service marks, trademarks, and trade names listed in the attached Exhibit D and made a part of this Agreement. Nothing in this Agreement or in Bank of the West’s use of the University Marks confers upon Bank of the West any right, title or interest in or to the University Marks, or in any similar marks beyond the rights granted in this Agreement. University retains all right, title, and interest in and to the University Marks except as otherwise explicitly stated herein. Nothing in this Agreement grants by implication, estoppel, or otherwise any rights to University’s intellectual property, except as explicitly set forth herein. Bank of the West acknowledges and agrees that, except as may be provided elsewhere in this Agreement, the license to use the University Marks granted here is provided “as is” without any warranties of representations of any kind. Bank of the West agrees that the goodwill associated with and derived from Bank of the West’s use of the University Marks shall inure to the benefit of, and belong to, the University.

13. **RESTRICTED USE OF EXCLUDED MARKS:** Bank of the West and University will not use the Excluded Marks, listed in Exhibit D, hereto attached and made a part of this Agreement, to promote, advertise, or otherwise communicate this Agreement, the Partnership, and/or any products, services, activities or events.

14. **CESSATION OF USE OF MARKS UPON EXPIRATION OR TERMINATION OF AGREEMENT.** Except as otherwise agreed in writing by the University, upon the expiration of the Term or other termination of this Agreement, Bank of the West shall cease use of the University Marks within thirty (30) business days following such expiration or termination and, during such period, shall

remove said marks from display, including without limitation all outdoor advertising, all electronic media, and all internet web pages, and destroy promptly all materials held by Bank of the West bearing the University Marks, and cease any and all use of said marks. Nothing herein will require Bank of the West to withdraw from circulation any materials bearing University Marks previously distributed in compliance with this Agreement. Except as otherwise agreed in writing by Bank of the West, upon the expiration of the Term or other termination of this Agreement, University shall cease use of the Bank of the West Marks within thirty (30) business days following such expiration or termination and, during such period, shall remove said marks from display, including without limitation all outdoor advertising, all electronic media, and all internet web pages, and destroy promptly all materials held by University bearing the Bank of the West Marks, and cease any and all use of said marks. Nothing herein will require University to withdraw from circulation any materials bearing Bank of the West Marks previously distributed in compliance with this Agreement.

15. **ALLEGED INFRINGEMENT.** Bank of the West shall promptly notify the University in writing if any third party asserts a claim against Bank of the West that Bank of the West's use of the University Marks infringes or otherwise violates the trademarks or other proprietary rights of such third party. Bank of the West may not initiate any action with respect to the enforcement of the University's rights to the University Marks, including, but not limited to, pursuing or settling an infringement action; however, Bank of the West shall reasonably cooperate with the University (at the University's sole cost and expense) in the University's pursuit of any legal action designed to protect its rights to the University Marks. University shall promptly notify Bank of the West in writing if any third party asserts a claim against University that University's use of the Bank of the West Marks infringes or otherwise violates the trademarks or other proprietary rights of such third party. University may not initiate any action with respect to the enforcement of the Bank of the West's rights to the Bank of the West Marks, including, but not limited to, pursuing or settling an infringement action; however, University shall reasonably cooperate with Bank of the West (at Bank of the West's sole cost and expense) in Bank of the West's pursuit of any legal action designed to protect its rights to the Bank of the West Marks.

16. **CUSTOMER PRIVACY AND CONFIDENTIALITY.** Bank of the West shall not provide information regarding the identity of, or personal information regarding, individual Bank of the West customers to University. If such information is provided by Bank of the West to University, either intentionally or through an error, University shall not utilize such information for any purpose and shall not disclose such information to any third party unless such disclosure is compelled by law or process of a court. University shall not provide information regarding the identity of, or personal information regarding, any individual, including without limitation students, staff, faculty, alumni, and parents of students. If such information is provided by University to Bank of the West, either intentionally or through an error, Bank of the West shall not utilize such information for any purpose and shall not disclose such information to any third party unless such disclosure is compelled by law or process of a court. All such information shall be Confidential Information. Each party shall protect such Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of such Confidential Information as each party uses to protect its own confidential information. Confidential Information shall be returned to the disclosing party or destroyed upon the disclosing party's request once this Agreement has expired or upon termination of this Agreement. Each party shall establish and maintain commercially reasonable policies and procedures to ensure compliance with this Section 16. Each party shall notify the other party within two (2) business days of any incident of unauthorized access to the Confidential Information or breach of the confidentiality obligations set forth herein, and the actions that such party is taking to prevent any further breach.

17. **PURCHASES OF SERVICES.** Bank of the West acknowledges that the University and the Campus utilize and will continue to utilize service providers other than Bank of the West for banking and financial services for operational needs, provided, however, University agrees that such banking and financial services providers shall not be able to promote their relationship with University or otherwise

market their relationship with University in a way that violates the exclusivity provisions of this Agreement. Procurement for such services has been and will continue to be governed by applicable University policies governing competition for the procurement of service providers.

18. **REPRESENTATIONS AND WARRANTIES.** Each party (the “Representing Party”) hereby warrants and represents to the other party as of the Effective Date that: (a) the Representing Party’s execution, performance, or delivery of this Agreement, the representations and warranties contained herein, and any agreement or action of the Representing Party contemplated by this Agreement, will not constitute a material breach, or be inconsistent with any law, rule or regulation of any governmental entity as presently interpreted by appropriate judicial or regulatory authority to which the Representing Party is subject or presently bound, or order of any court to which the Representing Party is subject or presently bound, or the material provisions of any contract, agreement, obligation, representation, or warranty to which the Representing Party is presently bound or under which it is presently obligated; (b) this Agreement is binding and enforceable against such Representing Party in accordance with its terms except as limited by applicable bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally; (c) the marks of the Representing Party, and the use thereof by the other party and its agents and licensees pursuant to this Agreement, have not been determined under final appeal in a court of competent jurisdiction to infringe on any trademark or other proprietary rights of any third party; and (d) each of the individuals who executes this Agreement on behalf of the Representing Party represents and warrants that they have the required authority to do so, and that this Agreement is a valid and binding obligation of the Representing Party.

19. **INDEMNITY.** Each party (the “Indemnitor”) to this Agreement shall defend, indemnify and hold harmless the other party and its parent company (the “Indemnified Party”), their respective directors, officers, employees and agents from and against any and all claims, actions, proceedings, liabilities, losses, expenses, damages, judgments, amounts paid in settlement, costs, reasonable attorneys’ fees and witness fees (each, a “Claim”) based on a third-party claim arising out of such party’s performance of this Agreement, but only in proportion to and to the extent such Claim is caused by or results from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents, arises out a breach of the representations, warranties and covenants set forth in this Agreement, arises out of a violation of applicable law, or arises from third party claims of personal injury, including death, occurring at any University venue hereunder. The Indemnified Party shall promptly notify the Indemnitor in writing if any Claim is asserted or brought for which the Indemnified Party is seeking indemnity under this Agreement (a “Claim Notice”); provided, however, that the Indemnified Party’s failure to so notify the Indemnitor shall not relieve the Indemnitor from any liability it might otherwise have under this Agreement, except to the extent the Indemnitor has been materially prejudiced by such failure to notify. The Indemnitor shall undertake full responsibility for the defense of any Claim brought by a third party for which indemnity is sought which, if true, would entitle the Indemnified Party to indemnification under this Agreement. The Indemnitor may settle any such Claim on such terms as the Indemnitor may choose, provided that the Indemnitor shall first obtain the Indemnified Party’s written consent, which consent may not be unreasonably withheld. The Indemnified Party shall have the right to participate in such proceedings and to be separately represented by attorneys of its own choosing at its own cost. The Indemnified Party shall be solely responsible for the costs of its separate representation. This Section 19 shall survive the expiration or termination of this Agreement.

20. **TERMINATION.** A party may terminate this Agreement immediately upon written notice to the other party:

- (a) In the event of the material breach of any term of this Agreement or any lease between the parties of premises upon the Campus, which breach remains uncured, within thirty (30) days of receipt of written notice by the non-breaching party; or

(b) if the other party notifies any governmental body of insolvency or pending insolvency, or suspension or pending suspension of operations, or files a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or dissolves, winds up or otherwise ceases to actively conduct its business; or

(c) if performance by either party of its obligations under this Agreement is in violation of any order of court in any proceeding.

In the event of termination of this Agreement pursuant to this Section 20, University shall retain all payments made by Bank of the West prior to the date of such termination (except in the event of uncured material breach by University) and Bank of the West shall not be obligated to make further payment pursuant to this Agreement. In the event of termination by Bank of the West due to uncured material breach by University, Bank of the West shall be entitled to receive as a non-exclusive remedy a pro rata cash refund of all payments made by Bank of the West prior to the date of such termination and Bank of the West shall not be obligated to make further payment pursuant to this Agreement.

21. ADDITIONAL RIGHT TO TERMINATE. Without limiting the rights set forth elsewhere in this Agreement, the University may terminate this Agreement on thirty (30) days' written notice if: i) Bank of the West materially changes the nature, purpose or scope of Bank of the West's activities from the nature, purpose or scope of Bank of the West's activities as of the Effective Date in a manner that causes ill repute to the University; or ii) Bank of the West materially changes the nature, purpose or scope of Bank of the West's activities from the nature, purpose or scope of Bank of the West's activities as of the Effective Date in a manner that is not consistent with the educational, research and public service mission of the University as of the Effective Date; or iii) if any senior executive officer of Bank of the West, who are designated by Bank of the West as members of the Bank of the West Executive Management Committee, is formally charged with a felony crime of moral turpitude and remains employed by Bank of the West, except that no such right to terminate shall arise if the employee has been placed on (and remains on) administrative leave pending investigation pursuant to Bank of the West policy. If University terminates pursuant to this Section, University shall retain all payments made by Bank of the West prior the date of such termination and Bank of the West shall not be obligated to make further payment pursuant to this Agreement. Without limiting the rights set forth elsewhere in this Agreement, Bank of the West may terminate this Agreement upon thirty (30) days' written notice if: i) University materially changes the nature, purpose or scope of University's activities from the nature, purpose or scope of University's activities as of the Effective Date in a manner that causes ill repute to Bank of the West; or ii) if any senior executive officer of the University's Berkeley campus is formally charged with a felony crime of moral turpitude and remains employed by the University, except that no such right to terminate shall arise if the employee has been placed on (and remains on) administrative leave pending investigation pursuant to University policy. If Bank of the West terminates pursuant to this Section, then Bank of the West shall be entitled to receive as a non-exclusive remedy a pro rata cash refund of all payments made by Bank of the West prior to the date of such termination, and Bank of the West shall not be obligated to make further payment pursuant to this Agreement.

22. COMPLIANCE WITH LAW. Each party shall comply with all applicable laws and regulations in connection with its performance of this Agreement.

23. PRESS RELEASES AND ANNOUNCEMENTS. Except as agreed otherwise in writing, neither party shall issue a press release or other announcement regarding this Agreement or the rights and obligations contemplated by this Agreement without the advance written consent of the other party.

24. NO THIRD PARTY BENEFICIARIES. This Agreement inures to the benefit of the University and Bank of the West only, and no third party shall have any rights under this Agreement except as is expressly provided in this Agreement.

25. **RECITALS.** The provisions of the Recitals above are fully incorporated into this Agreement by this reference.

26. **AUTHORITY.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder.

27. **NOTICES.** Except as otherwise provided in this Agreement, any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally, (ii) two (2) business days after deposit with a nationally recognized overnight delivery service, or (iii) five (5) days after mailing if mailed, by first class mail, certified mail, return receipt requested with postage prepaid, to the following addresses. Each party may change its designated address by written notice to the other party.

If to Bank of the West:

Bank of the West
180 Montgomery Street
San Francisco, CA 94104-4205
Attn: Chief Marketing Officer

With copy to:

Bank of the West
Attn: Legal Department
180 Montgomery Street
San Francisco, CA 94104-4205

If to the University:

Solly Fulp
University of California, Berkeley
University Business Partnerships & Services
2610 Channing Way
Berkeley, CA 94720-2272

With copy to:

Campus Counsel
University of California, Berkeley
Office of Legal Affairs
One California Hall #1500
Berkeley, CA 94720-1500

28. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns of the parties; provided, however, that neither party may transfer or assign its rights or obligations hereunder, by operation of law or otherwise, without the advance written consent of the other party. Any attempted assignment of a party's rights or obligations under this Agreement in violation of this Agreement shall be null and void.

29. **FORCE MAJEURE.** Neither party shall be liable for failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, natural disasters of like cause, act of God or accident, civil disorder or disturbance, labor strike, vandalism, war, riot, or sabotage, nor shall either party be liable in any way for the value of real or personal property destroyed due to such causes. In the event of any such force majeure event which results in University being unable to deliver any element of the sponsorship rights and benefits described in this Agreement, University shall

have a reasonable opportunity to provide sponsorship elements of substantially similar value or “make-goods”, within a reasonable time. If such substitute elements are not available or not mutually agreeable, then University will promptly refund to Bank of the West such portion of the payments made by Bank of the West as are reasonably applicable to such cancelled elements, based upon fair market value, as mutually agreed-upon by the parties. Upon Bank of the West’s written request, University shall provide supporting information and materials regarding the valuation of any cancelled or unavailable sponsorship element. This Section shall survive the expiration or termination of this Agreement.

30. **SEVERABILITY.** Whenever possible each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited, void, invalid, or unenforceable under applicable law, such provision will be ineffective to the extent of such prohibition, voidability, invalidity or unenforceability without invalidating the remaining provisions of this Agreement, which will be given full effect without regard to the invalid provisions.

31. **GOVERNING LAW; JURISDICTION.** This Agreement is controlled by the laws of the State of California, without giving effect to its conflicts of laws principles. Any disputes arising under, resulting from or in connection with this Agreement shall be heard in the court having jurisdiction in the County of Alameda, California.

32. **ENTIRE AGREEMENT.** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and all schedules and exhibits attached hereto are a material part of this Agreement and are incorporated herein by this reference. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

33. **INDEPENDENT CONTRACTORS.** The University and Bank of the West are independent contractors, and nothing in this Agreement will be interpreted as creating an agent-principal, joint venture, partnership, limited liability company, or any legal relationship other than independent contractors.

34. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party will constitute a valid and binding execution and delivery of this Agreement by such party. Such copies will constitute enforceable original documents.

35. **MODIFICATION.** This Agreement may not be modified unless the modification is contained in a writing signed by the authorized representatives of Bank of the West and the undersigned representative of the University or that person’s successor.

36. **NO IMPLIED WAIVER.** No delay in exercising or failure to exercise any right shall constitute a waiver of that right, but time is of the essence with respect to the covenants contained herein.

37. **CONSTRUCTION.** Ambiguities, if any, in this Agreement will be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where this Agreement is to be performed and will not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision. The parties to this Agreement are represented by counsel and have had the opportunity to freely negotiate the terms of this Agreement, so neither shall be deemed the author of this Agreement. Any reference to “days” in this Agreement means calendar days unless otherwise expressly specified.

38. **PASS-THROUGH RIGHTS.** In connection with Bank of the West's right to advertise, promote, sell, or give-away Bank of the West products and services at any event hereunder ("Products"), Bank of the West shall have the right to conduct Product-themed promotions at the event with Bank of the West business partners ("pass-through promotion rights"), provided that Bank of the West gives University prior written notice of such promotions and obtains University's approval of such promotions, which approval shall not be unreasonably withheld. University shall have the right to disapprove pass through rights for any product or company that conflicts in any way with University's other sponsorships arrangements. Such pass-through promotion rights may be disapproved if the University determines in its sole discretion that the business or event of Bank of the West's business partner is incompatible with the mission or brand of the University, or determines that the promotion would associate the University with the use of firearms, tobacco, alcohol or marijuana products, provided, however, that Bank of the West's hosting of any private event targeted solely to persons age 21 and older at which alcoholic beverages may be served shall not constitute a violation of this Section.

39. **AMBUSH PROTECTION.** During the Term and subject to the limitations upon exclusivity set forth herein, University shall protect Bank of the West from activities by third parties which would undermine or interfere with Bank of the West's sponsorship rights, commonly known as ambush marketing activities. University shall not permit any of its authorized sponsors or suppliers to permit a third party (such as a tie-in partner of the sponsor or supplier) to advertise or promote a product competitive to Bank of the West's products and services in a manner that the University itself would be prohibited from doing by the terms of this Agreement. In the event of any ambush marketing activities by any third party, University shall promptly send such third party a cease and desist letter, with copy to Bank of the West. University will promptly initiate legal action against any such offending entity in the event of non-compliance by any such offending entity with any cease and desist demand. In the event that University fails to prevent or promptly halt any ambush of Bank of the West's sponsorship rights, University shall be liable to Bank of the West for all legal fees and expenses incurred by Bank of the West in halting such ambush activities by any such third party.

40. **ANNUAL BENEFITS EVALUATION.** Within sixty (60) days of the end of each Year, University shall submit to Bank of the West a written evaluation of the sponsorship rights received by Bank of the West during each Year. Each Evaluation shall include, at a minimum, the following items:

- Executive summary
- Attendance figures
- Full media recap including actual vs. promised analysis of on-air media
- Analysis of other promotional activities
- Checklist showing fulfillment of all sponsorship rights described in this Agreement
- Media affidavits
- Audience information and research findings
- Summary of other sponsor activity

If University produces an annual audience survey, full access will be granted to Bank of the West. Such access shall include the right to submit questions to University for inclusion in any such survey and to be provided with a copy of the survey and research results at no additional charge.

41. **INSURANCE.** During the Term of this Agreement, University and Bank of the West shall each, at a minimum, maintain at expense of each party the types and amounts of insurance or self-insurance set forth in this Section 41. To the extent that the University relies upon insurance and not self-

insurance, each policy of insurance required shall be written by an insurance company allowed to do business in the state(s) applicable to this Agreement.

(i) Commercial General Liability and Excess Liability. Commercial General Liability Insurance, written on an Insurance Service Office (“ISO”) “occurrence form” or its equivalent, for limits no less than \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury and subject to a \$2,000,000 annual General Aggregate and a \$2,000,000 Products and Completed Operations Liability Aggregate and which includes coverage for claims arising out of the following: (A) Premises and Operations; (B) Independent Contractors performing work for University related to this Agreement; (C) Products and Completed Operations; (D) Contractual Liability; (E) Personal and Advertising Injury Liability including coverage for Personal and Advertising Injury assumed in a contract; and (E) Severability.

(ii) Workers’ Compensation. Workers’ Compensation Insurance in compliance with the statutory requirements of the State of California and Employers’ Liability Insurance with limits of not less than \$1,000,000 each Accident and Disease per Employee/Policy Limit.

(iii) Automobile Coverage. Commercial Automobile Liability Insurance covering owned, hired and non-owned vehicles for which each party is responsible with limits no less than \$1,000,000 combined Bodily Injury and Property Damage Liability single limit each accident.

(iv) Excess Liability. Umbrella liability or excess liability policy with a minimum combined single limit of liability no less than \$5,000,000, for each occurrence and a \$5,000,000 aggregate in excess of the underlying general liability, automobile and employer liability coverages required above.

(v) Each party shall continuously maintain its coverage during the term of the Agreement and including post the termination of this Agreement for any policies written on a claims made basis. If a claims made policy becomes unavailable to a party within one year post the termination of this Agreement, then that party shall purchase at the minimum a one-year extended reporting endorsement on the last policy available to that party.

The general liability, automobile and umbrella or excess liability policies of each party must name the other party, (and, in the case of Bank of the West, its parent BancWest Corporation and each of their respective officers and employees) as additional insureds (“Additional Insureds”). With respect to those claims for which a party indemnifies the other party, the policies shall be primary and not contributory to any insurance the Additional Insureds may have in place which would also apply to a loss as described above.

(vi) Certificates of Insurance. Upon execution of this Agreement and upon request thereafter each party shall furnish a Certificate of Insurance evidencing all coverages and required special provisions including endorsement numbers used to effect the required special provisions described herein. In the case of Bank of the West, the certificates shall read:

Bank of the West
Insurance Department (NC-B07-2E-1)2527 Camino Ramon
San Ramon, CA 94583

Each party agrees that upon learning that any of the other party's insurance policies for coverage as set forth in (i) and (ii) are being cancelled for any reason, such party shall give the other party written notice of such cancellation date. Such notice by University shall be delivered to Bank of the West at the Certificate Holder address set forth above. Further, each party agrees that it shall take prompt steps to reinstate or replace the required insurance prior to the effective date of expiration or cancellation.

(vii) **Recovery Rights.** Each party shall include under its insurance policies a waiver of subrogation or where appropriate a waiver of its rights of recovery against the other party (and in the case of Bank of the West its parent BancWest Corporation and each of their respective directors, officers and employees). Each party will be responsible for paying any deductible or retention under its policies.

(viii) **Subcontractors.** If any party uses any subcontractor(s) to perform any work related to this agreement, then such party shall endeavor to require that the subcontractor(s) maintain appropriate insurance to protect the subcontractor, the parties (and in the case of Bank of the West BancWest Corporation and each of their respective officers and employees) against loss arising from their work related to this agreement.

(ix) **No Limitations.** Neither party (nor, in the case of Bank of the West its parent BancWest Corporation) represents that the insurance coverages required hereunder, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of the other party, and each party shall be solely responsible for any such deficiencies. Nothing in this Section 41 shall be construed as to limit either party's liability under this Agreement.

42. EQUAL OPPORTUNITY. University (to the extent applicable), and Bank of the West, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Bank of the West and University shall also comply with any applicable requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

43. SPONSORSHIP PERFORMANCE MANAGEMENT PROTOCOL.

43.1 Performance Management. The parties acknowledge and agree that Bank of the West has engaged into a sponsorship with University that has a number of marketing resources within the promotional and advertising areas. When Bank of the West has purchased sponsorship assets, Bank of the West implements a performance management protocol. The protocol provides the rules for management of the overall sponsorship in order to identify and avoid potential execution issues. Accordingly, Bank of the West and University hereby implement the Sponsorship Performance Management Protocol described below to facilitate the efforts of both of them to carry out this Agreement.

43.2 Sponsorship Performance Management Committee. The performance management protocol is managed by a committee (the "Committee") made up of two (2) members. The Committee is comprised of a senior level officer from Bank and University. The Committee meets on a bi-annual basis, unless either party reasonably requests any additional meetings,

to review all assets and to provide assurances that all performance has been adhered to within the contractual agreement.

43.3 Committee Protocol

1. Direct management personnel of both parties will participate in strategic business discussions regarding the sponsorship on at least a bi-annual basis with the agenda of the Committee meeting pertaining to subjects including marketing plans, activation results, strategic information or hospitality.
2. Managers of both parties will be responsible to ensure that quarterly meetings are conducted with their teams to review and reinforce the parties' practices and to ensure that new team members are well versed on the sponsorship agreement before being given access to any client privileged information.
3. Managers of both parties will be responsible for establishing and maintaining a primary point of contact for the relationship
4. Areas of concern regarding the execution of the sponsorship may be formally raised and documented within a bi-annual meeting or a Committee meeting. An action plan for resolving issues identified in a Committee meeting will be developed and implemented within sixty (60) days of the date of the Committee meeting. Raising an issue at a bi-annual meeting or a Committee meeting is not a prerequisite to declaring a breach of this Agreement, and that failure to have a bi-annual meeting or a Committee meeting shall not constitute a breach of this Agreement unless a party refuses without good cause after demand by the other party to participate in such a meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

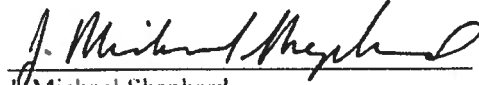
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation

BANK OF THE WEST, a California banking corporation

By: _____


John Wilton
Vice Chancellor-Administration and Finance

By: _____


J. Michael Shepherd
Chairman and CEO

Date: _____

10/28/15

Date: _____

10/27/15

EXHIBIT A

NATURE OF BANK OF THE WEST'S SERVICES AND APPROVED DESIGNATIONS

For the purpose of this Agreement only, in order to define the marketing and advertising exclusivity to be provided by Campus to Bank of the West, and subject to exclusions set forth in the Agreement, Bank of the West's business is defined as follows.

Bank of the West provides the following retail banking services and products to the extent offered by commercial banks, savings banks, credit unions, and bank-named subsidiaries:

- Annuities
- Bonds
- CDs
- Checking and Savings Accounts
- Issuance of Credit Cards (not bearing University Marks)
- Issuance of ATM and Debit Cards (not bearing University Marks)
- Functions Related to Depository Banking
- Financial Planning
- Financial Transactions Processing Activities
- Foreign Exchange Services
- IRAs (excluding IRAs offered by entities other than commercial banks, savings banks, credit unions, and bank-named subsidiaries, such as brokerage companies and the sponsors of University retirement programs)
- Loans (installment, revolving, etc.), exclusive of and not including federally guaranteed student loans and commercial loans
- Mortgages, Reverse and Second Mortgages
- Money Market Accounts (money market instruments include Treasury bills, certificates of deposit and other types of short-term debt)
- Mutual Funds
- On-line Banking and Bill Pay
- Payment Services
- Private Banking
- Trust Services
- Credit information and services

With regard to the Cal Alumni Association, exclusivity shall be limited to Mass Affluent services, Wealth Management services, Investment Products and Mortgage Products which shall include:

- Annuities
- Bonds
- CDs
- Checking, Money Market and Savings Accounts, issuance of Credit Cards (not bearing University Marks), ATM and Debit Cards, Online Banking, Bill Pay and functions relations to Depository Banking to customers of the bank's Mass Affluent and Wealth Management segments
- Financial Planning
- Financial Transactions Processing, Reserve, and Clearinghouse Activities
- Foreign Exchange Services
- IRAs (can be with a bank, mutual fund, insurer or another trustee)
- Loans (installment, revolving, etc.), exclusive of and not including federally guaranteed student loans and commercial loans
- Mortgages, Reverse and Second Mortgages
- Mutual Funds
- Private Banking
- Private Equity
- REITs (Real Estate Investment Trusts)
- Stocks, Options, Warrants
- Trading and other brokerage services, including without limitation
 - Fixed-income trading, currency and commodities (includes corporate debt, mortgage-backed securities and energy futures)
 - Equities trading (which includes equity derivatives or financial obligations based on underlying stocks or related indexes)
- Treasury Management
- Trust Services
- Wealth Management

Non-Exclusive Services and Products

For the purpose of clarity, nothing in this Agreement prohibits Bank of the West from marketing the following services on a non-exclusive basis to members of the University community or the public generally, so long as Bank of the West does not represent that it is a sponsor of the University with regard to the following services:

- Auto Financing
- Commercial Loans (business, real estate, etc.)

- Private Equity
- Treasury Management
- Venture Capital

- REITs (Real Estate Investment Trusts)
- Stocks, Options, Warrants
- Trading and other brokerage services, including without limitation
 - Fixed-income trading, currency and commodities (includes corporate debt, mortgage-backed securities and energy futures)

- Equities trading (which includes equity derivatives or financial obligations based on underlying stocks or related indexes)
- Wealth Management, except that University may not accept sponsorship associated with Wealth Management products and services offered by Bank of America, Wells Fargo Bank, U.S. Bank, Citibank, JPMorgan Chase, Silicon Valley Bank, First Republic Bank and Union Bank, and University shall consult with Bank of the West prior to accepting sponsorship related to Wealth Management services from any other entity or institution including without limitation entities that are not banks.
- Federally guaranteed student loans and/or products specifically marketed to re-finance or consolidate such loans

- Issuance of ATM and Debit Cards bearing University Marks

Approved Designations

For the purposes of this Agreement, Bank of the West may utilize the following designations:

A. The “Official Bank of” the following:

1. University of California, Berkeley
2. UC Berkeley
3. University Partnership Program
4. Cal Athletics
5. ASUC Student Union
6. Cal Recreational Sports

B. Cal Alumni Association designations:

1. Exclusive Wealth Management Company of the Cal Alumni Association
2. Official Retirement Bank of the Cal Alumni Association

3. Official Mortgage Provider of the Cal Alumni Association
- C. Official Banking Sponsor of the Cal 1 Card

EXHIBIT B

ACTIVITIES TO BE SUPPORTED ON AN ANNUAL BASIS

Signage Overview. With respect to signage elements described in this Exhibit B, Bank of the West shall assume the cost of production of all signage. University shall bear the cost of initial installation of signage that does not exist as of the date of this Agreement. Bank of the West may change the signage periodically at its expense, including installation.

Seating and Print Overview. With respect to Bank of the West's seating locations at Cal Athletics events, and the location of Bank of the West's print elements within University's publications as described in this Exhibit B, the parties agree that such seating locations and print element locations within University's publications shall be in mutually agreeable locations.

1. Cal Athletics
 - a. Football Game Day
 - i. Presenting sponsor of one (1) Cal Athletics regular season home game – during such game, Bank of the West to receive the following:
 1. On-Field Presentation to Bank representative
 2. Logo recognition on the cover of the gameday program
 3. Two (2) videoboard logo & public address recognitions
 4. One (1) private hospitality event (tented area, fully catered with beverages, 25 hats, programs,)
 5. One (1) (2:00) interview with a Bank representative to be broadcast on the official radio broadcast for Cal Athletics
 6. Twenty-five (25) reserved tickets
 7. Four (4) parking passes
 8. Opportunity to distribute a free premium item to fans, with such items to be provided by Bank of the West at its cost and subject to University's prior approval
 - b. Men's Basketball Game Day Entitlement
 - i. Presenting sponsor of one (1) Cal Athletics regular season home game – during such game, Bank of the West to receive the following:

1. On-court presentation to Bank representatives
 2. Two (2) videoboard logo & public address recognitions
 3. Opportunity to distribute a free premium item to fans, with such items to be provided by Bank of the West, and subject to Cal Athletics and IMG's prior approval
- c. In-Game On-Field Promotion – Football – Sponsor of the Bear Growl – All home games per year
- i. Prize to be supplied by Bank of the West
- d. In-Game On-Court Promotion – Men's Basketball – Sponsor of the Bear Growl – All home conference games per year
- i. Prize to be supplied by Bank of the West
- e. Videoboard
1. Football – Title sponsorship of the video board at each Cal Athletics regular season home game such that all references to the video board will be “Bank of the West BearVision”
 2. Football - Feature with Cal Content – Bear Hug – Every game
 - i. Feature subject to change
 3. Football – Replay – Two (2) per game
 4. Football – Fan shots with logo inclusion – Four (4) per game
 5. Men's Basketball – Feature with Cal Content – Bear Hug – Every game
 - i. Feature subject to change
 6. Men's Basketball – Replay – Two (2) per game
 7. Men's Basketball – Fan shots with logo inclusion – Four (4) per game
 8. Women's Basketball – Replay – Two (2) per game
 9. Women's Basketball – Fan shots with logo inclusion – Four (4) shots per game
- f. Signage
1. East Field Permanent Signage – Football – One (1) approximately 4'x20' permanent sign at each Cal Athletics regular season home football game which is TV visible, provided, however, that no sign by any other sponsor can be larger than the Bank of the West sign

2. Exterior Player Banners – Football – Two (2) banners
 3. Videoboard Title Sponsor – Football – Permanent Signage – Permanent signage above two (2) permanent video boards, with such signage to be the only permanent signage on top of either video board at each Cal Athletics regular season home football game in Memorial Stadium
 4. Young Alumni Section – Football – Signage to be visible by fans in the section.
 - a. Will be equal to or comparable to previous Field Level signage as possible. See Exhibit J diagram.
 5. Logo Recognition on all ATM's in Memorial Stadium
 6. PA Announcement with logo recognition on the videoboard – Men's Basketball – One (1) per game
 7. Center hung LED ribbon digital signage – Men's Basketball – Two (2) Game Minutes per game
 8. Courtside LED Signage – Men's Basketball – Two (2) Game Minutes per game
 9. Mid-Court Permanent Static Signage – Men's Basketball – 32'x28'
 10. PA Announcement with logo recognition on the videoboard – Women's Basketball – One (1) per game
 11. Logo Recognition on all ATM's in Haas Pavilion
 12. A diagram of all Bank of the West signage is set forth in Exhibit J and made a part of this Agreement
- g. Digital
1. Web Banners – All Sport – Storyboard & Leaderboard Ad – 1,200,000 impressions
 2. Emails – inclusion in three (3) emails per year to the Young Alumni network
 3. Social media – six (6) posts per year through the Young Alumni accounts – posts must have Cal content and be approved by the University
- h. Print
1. Game Program – Football – Full page color ad
 2. Schedule Card – Football – Sponsor logo recognition on 50,000 Cal Athletics Football Schedule Cards
 3. Season Ticket Book – Football – One (1) full page color ad

4. Game Program – Men’s Basketball – Full page color ad
 5. Schedule Card – Men’s Basketball – Sponsor logo recognition on 40,000 Cal Athletics Basketball Schedule Cards
- i. Radio
1. One (1) live interview with a Bank representative during one (1) Cal Coaches’ Corner radio broadcast per year separate from the Football Game Day interview outlined in a) i) 5) above – Football
 2. In-Game Feature Entitlement – Football – Pac-12 Scoreboard Report
 3. In-Game Live Mention – Football – Two (2) :10 live read
 4. In-Game Opening/Closing Billboard – Football – :05 tag line
 5. In-Game Spot (Network) – Football – Four (4) :30 spots per game
 6. Inside the Locker Room Spot – Football – Two (2) :30 per show
 7. In-Game Feature Entitlement – Men’s Basketball – Pac-12 Scoreboard Report
 8. In-Game Live Mention – Men’s Basketball – Two (2) :10 live read
 9. In-Game Opening/Closing Billboard – Men’s Basketball – :05 tag line
 10. In-Game Spot – Men’s Basketball – Three (3) :30 spots per game
- j. Tickets/Hospitality
1. Four (4) University Club Season tickets – Football
 2. Sixteen (16) Regular Season Tickets – Football
 3. Six (6) Season Parking Passes – Football
 4. Eight (8) Season Pre-Game Hospitality Passes – Football
 5. Four (4) invitations to the Football Banquet
 6. Four (4) invitations to the Football Kick-off Reception
 7. Four (4) Chairback Season Tickets – Men’s Basketball
 8. Eighteen (18) Reserved Season Tickets – Men’s Basketball
 9. Six (6) Season Parking Passes – Men’s Basketball
 10. Six (6) Hospitality Passes – Men’s Basketball – Pac-12 games only
 11. Four (4) invitations to the Cal Men’s Basketball Awards Banquet

12. Four (4) Invitations to the Cal Men's Basketball Tip-off Reception

i. When Reception is held

k. Scholarships

1. Two (2) Bank of the West student-athlete scholarships, to be allocated to one male athlete and one female athlete annually

2. Bank of the West and Cal Athletics will establish a mutually agreed selection criteria for these scholarships and name for the scholarship that includes Bank of the West

3. Bank of the West will have the ability to promote the recipients of these scholarships including name, academic program, athletic program and background. Any such publication would require prior review and approval by Cal Athletics

i. Promotion of recipients must comply with NCAA guidelines.

l. Additional tickets

1. Twelve (12) University Club Season tickets – Football; Bank of the West has the opportunity to request a different breakdown of VIP tickets of equal value at the beginning of each year, subject to availability. Requests must be made prior to May 1.

2. University will attempt to honor requests for additional seats or improved locations for individual events on an ad-hoc and best effort basis, to the extent that such tickets are available and to the extent that adjustment do not have a significant financial impact upon University.

m. Miscellaneous

1. Presenting sponsor of the Young Alumni Section in Memorial Stadium at Cal Athletics regular season home games – Football

i. Opportunity to produce or be included on Young Alumni t-shirts

a. Cost of production of shirt to be paid by Bank of the West

n. Annual Ticket Review

During July of each calendar year in the Term, University's Cal Athletics unit and Bank of the West will review the ticket and seat location entitlements outlined below, and upon mutual agreement would agree to increase or decrease the amounts in order to maintaining the same level of overall value while matching the then current needs of Bank of the West.

2. California Alumni Association

a. Digital

1. Two (2) co-branded dedicated emails per year to a targeted alumni audience – emails can reach over 150,000 alumni
2. Right rail ad inclusion in e-newsletter sent to over 150,000 alumni – up to four (4) different newsletters annually
3. Minimum of two (2) Facebook promotions of Bank of the West products – CAA Facebook page has over 20,000 followers
4. Web site advertising on alumni.berkeley.edu on mutually agreed upon web pages throughout the year – CAA web site receives over 100,000 visitors per month

b. Direct Mail

1. Two (2) co-branded direct mail pieces per year to a targeted alumni audience – mailing lists can exceed 300,000 alumni. Mailing to be accomplished by CAA with production costs to be covered by Bank of the West and content subject to review and approval by Bank of the West

c. Print

Two (2) full page CALIFORNIA magazine ads during each calendar year in the Term for full term of this Agreement so long as the magazine is published – magazine is currently sent quarterly to 100,000 CAA members

1. One (1) ad will receive premium placement on the inside front cover beginning in 2016, with Bank of the West receiving first choice on the issue.
 - a. Selection of magazine issue for this ad in Year 1 must be made within 30 days of the execution of this Agreement, and for all subsequent years by July 1.
2. One (1) ad will be placed opposite primary content, with Bank of the West receiving first choice on the issue.

d. On-Site Promotion

1. Bank of the West would have the option to provide a staffed table to promote approved Cal Alumni Association products up to four (4) times per year
 - i. This includes access to Game Day Tailgates for football and basketball

3. ASUC Student Union

- a. Activities within the Student Union building

- i. Bank of the West will have exclusive sponsorship rights (with regard to the services described in Exhibit A to all on-site tabling or signage opportunities, including without limitation, the opportunities listed in Section 3(d), irrespective of whether Bank of the West elects to occupy a table at the event
- b. Bank Branch
 - i. Exclusive right to open bank branch in 989 sq ft space inside the new student union, to be designed by Bank of the West, with input from the ASUC Student Union operations committee, consistent with the Lease Agreement executed simultaneously with this Agreement and attached as Exhibit K. The payments specified in Exhibit E of this Agreement include (but do not consist exclusively of) rent for the Premises.
- c. ATM
 - i. Exclusive right to operate seven (7) ATMs on the Campus, inclusive of not more than four (4) ATMs located within the Student Union. The Student Union ATM(s) shall be located on the first floor of the MLK building as depicted in Exhibit M. Another ATM shall be located in the Haas School of Business at location depicted in Exhibit M.
- d. Student Union Open House – Annual (February)
 - i. Tabling opportunity
 - ii. Opportunity to distribute branded promotional item
 - iii. Speaking Opportunity, should program agenda allow
 - 1. University shall provide Bank of the West with an annual calendar of events, within sixty (60) days of development by University
- e. Access to a minimum of two (2) annual programs within the ASUC Student Union
 - 1. LEAD Center Program
 - 2. Events hosted by the ASUC Student Union Programming Committee
- f. Game-Day Promotion/Tailgates
 - 1. Opportunity to distribute branded promotional item
- g. Calapalooza – bi-annual event
 - 1. Tabling opportunity
 - 2. Opportunity to distribute a promotional item

- h. Final calendar of ASUC Student Union on-site event subject to approval by ASUC Student Union
 - i. Digital
 - i. Logo placement on departmental web page and feature in the FAQ's
 - ii. Rotating ad placement on 8 marketing screens within Martin Luther King (MLK) Building – 15-20 seconds per ad on a 10 minute rotation
 - 1. Marketing screen locations within MLK – one (1) in the basement, four (4) in the 1st floor dining area , two (2) on the 2nd floor, by concierge, one (1) on the 4th floor
 - iii. Social Media integration through ASUC Student Union Facebook, Twitter and Instagram accounts occurring a minimum of two (2) times per year
 - iv. Content and placement of all ASUC Student Union Digital opportunities content to be created with and subject to approval by ASUC Student Union
4. Recreational Sports
- a. Facilities: Exclusive sponsorship rights (with regard to the services described in Exhibit A to all tabling or signage opportunities, including without limitation, the opportunities listed in Section 4(b)-(h), organized by Recreational Sports or on premises under the administrative control of Recreational Sports irrespective of whether Bank of the West elects to occupy a table at the event
 - b. Annual On-Site Promotion, Caltopia
 - 1. Exhibitor Space – Two (2) 10'x10' exhibitor spaces located in the main exhibitor's area; includes full operational and hospitality packages
 - 2. Social Media Postings – Bank of the West will be recognized as the Official Bank of the event on all social media postings via Facebook, Twitter and Instagram
 - 3. Social Media Advertising – Two (2) geo-targeted advertisements via Facebook. Includes selected image and company name
 - 4. Event Website – Name and hyperlink included on website
 - 5. Event Guide – Two (2) full page color advertisements in the official event guide, includes circulation in additional electronic version
 - 6. T-shirt publication – Logo placement on approximately 4,000 pieces

7. Signage - One (1) 3'x10' banner placed by Cal Rec Sports at the event; Bank of the West to provide banner
 8. Cal Student Street Team – The Cal Student Street Team will be available to distribute promotional information during the event
 9. Business to Business – Invitation to develop a fully integrated business-to-business strategy with over 100 participating sponsors and exhibitors
- c. Annual On-Site Promotion, The Comfort Zone
1. Email – Company name and hyperlink included
 2. Social Media – Company name and activation description included in posts via Facebook, Twitter and Instagram
 3. Social Media Advertising – One (1) geo-targeted advertisement via Facebook; includes selected image and company name
 4. Exhibitor space – Located in the Atrium and Pro Shop area; includes full operational and hospitality packages
 5. Cal Student Street Team – The Cal Student Street Team will be available to distribute promotional information during the event
 6. Employee engagement – Opportunity for employees to volunteer
- d. Annual On-Site Promotion, Wellness Happens Here
1. Email – Company name and hyperlink included
 2. Social Media – Company name and activation description included in posts via Facebook, Twitter and Instagram
 3. Social Media – One (1) geo-targeted advertisement via Facebook; includes selected image and company name
 4. Exhibitor space – Located in the Atrium and Pro Shop area; includes full operational and hospitality packages
 5. Cal Student Street Team – The Cal Student Street Team will be available to distribute promotional information during the event

6. Employee engagement – Opportunity for employees to volunteer
- e. Annual On-Site Promotion, Feel the Love
1. Email – Company name and hyperlink included
 2. Social Media – Company name and activation description included in posts via Facebook, Twitter and Instagram
 3. Social Media – One (1) geo-targeted advertisement via Facebook; includes selected image and company name
 4. Exhibitor space – Located in the Atrium and Pro Shop area; includes full operational and hospitality packages
 5. Cal Student Street Team – The Cal Student Street Team will be available to distribute promotional information during the event
 6. Employee engagement – Opportunity for employees to volunteer
- f. Annual On-Site Promotion, Cal Day
1. Email – Company name and hyperlink included
 2. Social Media – Company name and activation description included in posts via Facebook, Twitter and Instagram
 3. Social Media – One (1) geo-targeted advertisement via Facebook; includes selected image and company name
 4. Exhibitor space – Located in the Atrium and Pro Shop area; includes full operational and hospitality packages
 5. Cal Student Street Team – The Cal Student Street Team will be available to distribute promotional information during the event
 6. Employee engagement – Opportunity for employees to volunteer
- g. Annual Programs
1. Premier Sponsor, Summer Day Camps
 - a. T-shirt publication – Logo placement on approximately 4,000 pieces
 - b. Collateral materials – Logo placement on selected publications

2. Premier Sponsor, Work Fit (Campus wellness classes)
 - a. Merchandise – Co-branded towels and bags distributed to approximately 800 participants

h. Print

1. Departmental brochure – Logo placement on approximately 10,000 copies
2. Summer Camp brochure – Logo placement on approximately 20,000 copies
3. Summer Camp postcards – Logo placement on approximately 60,000 copies
4. Faculty and Staff Membership postcards – Logo placement on approximately 20,000 cards
5. Caltopia Event Guide – Two (2) full page color advertisements in the official event guide, includes circulation to 5,000 Cal students in addition to an electronic version – see above

i. Digital

1. Departmental website – Rotating logo placement
2. Cal Bears Online Auction – Rotating logo placement
3. Youth Camps website – Rotating logo placement
4. Caltopia website – Company listing and hyperlink
5. Departmental newsletter – One (1) logo placement and promotional offer
6. Email campaigns – Logo and message included on select campaigns for student and non-student members

j. Signage

The design of all co-branded signage will be mutually agreed upon and will include the Bank of the West logo

1. Recreational Sports Facility Combatives Fitness Area – Logo placement on co-branded mural; size 42' wide by 4' tall
2. Recreational Sports Facility Atrium – Logo placement on co-branded mural
3. Memorial Stadium Fitness Center – Logo placement on co-branded mural

- k. Cause Related Marketing
 - 1. Summer Camp Scholarships – Bank of the West will be recognized as the official sponsor of forty (40) summer camp youth scholarships from the Recreational Sports Development t Fund

- 5. Cal 1 Card Program
 - a. The Cal 1 Card is an identification card issued to all UC Berkeley students, staff, faculty and affiliated individuals. It is also used for non-exempt time keeping, attendance tracking, and afterhours or secured building access. It is not a debit or credit card, but it can be loaded with monetary value redeemable at authorized University and non-University points-of-sale locations. Bank of the West will be the exclusive sponsor (with regard to the services described in Exhibit A for the Cal 1 Card, including exclusive rights to participate in all on-site Cal 1 Card tabling opportunities at University events irrespective of whether Bank of the West elects to occupy a table at the event. Cal 1 Card holders will not be required to become Bank of the West customers in order to use their Cal 1 Card, nor will there be any co-branded or affinity banking services resulting from this Agreement.

 - b. Digital
 - 1. Logo placement and recognition on the Cal 1 Card website – 27,000 active account holders

 - 2. Two (2) annual social media campaigns activated through all four "class of ..." accounts on both Twitter and Facebook

 - c. Signage
 - 1. One (1) co-branded sign at the Cal 1 Card office

 - 2. Rotating digital signage on two video monitors in the Cal 1 Card office

 - d. Print
 - 1. Opportunity to place logo and sponsor text on the Cal 1 Card brochure and mini map

 - 2. One (1) co-branded 4x6 piece to be distributed at the Cal 1 Card office as well as additional point of contact location including Residential and Student Service Programs office

 - e. On-Site
 - 1. Opportunity to staff a table at a proximate location to the Cal 1 Card offices or any location where the Cal 1 Card is tabling up to six (6) times per year

2. Opportunity to provide a gift with the Cal 1 Card (e.g. branded lanyard) to be provided with all issued cards

6. Student Affairs

a. Bank of the West will be the official sponsor (with regard to the services described in Exhibit A for the Cal Student Programs listed in this Section 6 below, including exclusive rights to all on-site tabling or signage opportunities, irrespective of whether Bank of the West elects to occupy a table at an event

b. Two (2) Bank of the West UC Berkeley Internships

1. Bank of the West shall offer two (2) paid summer internships covering ten (10) weeks long commencing in 2017 through 2025 covering nine (9) annual periods and would offer one (1) paid summer internship during 2016.
2. Bank of the West and University will mutually agree on the application and selection process for the internship positions, provided, however, that the selected intern(s) must be able to verify identification and provide proof of employment eligibility satisfactory to Bank of the West and satisfactorily clear a background check, including without limitation the submission of fingerprints to the United States Federal Bureau of Investigation (the "FBI") for purposes of a criminal check. Bank of the West reserves the right to require additional conditions in accordance with applicable law.
3. Each intern shall have wages paid to them directly by Bank of the West at a rate to be established annually based on the established internship pay rate established by mutual agreement between Bank of the West and UC Berkeley student representatives but not less than the UC minimum wage or the applicable local or state minimum wage, whichever is higher. This rate will be set at \$18.75 per hour, for an estimated total amount of \$7,500 per intern for the 10 week period in 2016. This estimated total amount is subject to variation depending on the actual hours of work and any applicable overtime pay. The rate for future years will be established by December of the preceding year (for example for the 2017 internship period, the rate will be established by December 2016), and wage increases will be based on inflation from current \$7,500 per 400 hours.
4. All wages, and to the extent Bank of the West may be required to provide paid leave, health benefits or any other pay or benefit to any intern, beyond the minimum wages described herein, exclusive of overtime premium and worker's compensation costs, pursuant to applicable law in the future, all such payments by Bank of the West will be credited to Bank of the West's financial obligations outlined in Exhibit E of this Agreement.
5. Notwithstanding the above, to the extent that Bank of the West elects to authorize overtime payments to interns, the cost of such overtime shall be borne by Bank

of the West and not credited to Bank of the West's financial obligations outlined in Exhibit E of the Agreement.

- d. Career Center – Annual Recognition as Berkeley Circle Platinum Level
 1. Logo on Career Center Homepage
 2. Admission to and high visibility at fairs and recruiting activities
 3. Employer of the Week recognition – two (2) times per year
 4. Student email service – three (3) times per year
 - i. These emails will not be used to advertise the bank's financial services.
 - e. Bank of the West Bear Opportunity Endowment
 1. Funds will be annually contributed to the Bank of the West Bear Opportunity Fund. Students shall annually receive \$5,000 Bank of the West Bear Territory Scholarships endowed by Bank of the West
 2. Endowment will be managed by the University's Financial Aid & Scholarships Office (FASO) in consultation with student representatives
 3. Scholarships to be awarded on the basis of merit and achievement to students with financial need
 4. Bank of the West would have the ability to promote details about the program that do not compromise the identity of the recipients including key statistics of the program (number of students impacted, demographics, educational focus, amounts granted, balance of the endowment)
 5. If the recipient consents, then Bank of the West will be provided the name and contact information for that recipient, and would have the ability to publish the name or background of the recipient subject to approval of the recipient and University
 - f. Financial Literacy Program
 1. Bank of the West shall act as the financial sponsor for this program.
 2. Bank of the West shall receive non-personally identifying information about the program including numbers of individuals participating, total financial contribution and an overview of the impact to the community. Publication would be subject to approval by University.
7. UC Berkeley Food Pantry Fund

1. Bank of the West shall provide funding annually for the CalDining food voucher program which provides meals to struggling students
2. Bank of the West logo or branding will be visibly incorporated into voucher distributed by the program
3. Bank of the West would have the option to display signage on location that details its sponsorship if such signage is approved pursuant to existing University policies and process regarding naming opportunities and placement of signage.
4. Bank of the West shall receive non-personally identifying information about the program including numbers of individual participating, total financial contribution and an overview of the impact to the community. Publication would be subject to approval by University.

8. Introductions

- a. On appropriate occasions but not necessarily on an annual basis, University will provide introductions for Bank of the West to non-University parties in a position to consider procurement of financial services bids for financing associated with those parties' business relationships with University. These introductions would not guarantee awarded business but would be an opportunity to provide an introduction to respond to the financing need of the non-University party.
- b. Upon request not more often than semi-annually, University will provide Bank of the West a report of all real estate development projects under discussion between the staff of the Campus and potential real estate developers for the purpose of confirming that such introductions are being offered as intended by the parties.

9. Bank of the West's Capital Operations and Investment in implementation of this Agreement is

- i. Estimated to be \$1.3M annually in Marketing and Operation Support.

10. Banking Products and Services: Bank of the West shall offer students enrolled at the Campus the opportunity to utilize a customized student checking product available to Campus students, subject to additional eligibility requirements determined by Bank of the West.

11. Banking Products and Services for Faculty and Staff: Bank of the West shall make available for use of Faculty and Staff employed by the Campus all of the following for the duration of the Term of this Agreement:

- a. Bank of the West shall offer Faculty and Staff checking products with benefits not available to the general public (such as "Bank at Work"), subject to additional eligibility requirements determined by Bank of the West.
- b. Bank of the West will establish a process to make available to new or prospective faculty members an experienced banker to assist them with initial and ongoing financial needs

including but not limited to mortgage financing, retirement planning along with establishing their day-to-day banking needs

- c. Bank of the West will provide University leadership and Deans an opportunity to meet on their specific needs as it relates to Section 12.b above.
- d. These programs will be reviewed on an annual basis.

12. Use of University Marks on Banking Products

- a. Bank of the West shall have the non-exclusive ability to issue debit cards, ATM cards and checks including University Marks, subject to the terms of this Agreement. Bank of the West shall not issue credit cards bearing the University Marks.

13. Marketing Plan

- a. Bank of the West will work to develop an annual marketing plan in order to implement this Agreement. University shall have the right to reasonably approve or disapprove such marketing plan within five (5) business days of receipt.
- b. Initial 2015 marketing plan will be due to be completed by Bank of the West and within thirty (30) days of the execution of this Agreement by the parties
- c. The first half-year of 2016 (January 1-June 30, 2016) marketing plan will be due to be completed by Bank of the West by December 15, 2015
- d. Subsequent plans will be prepared on a July 1-June 30 basis, to be completed by Bank of the West (generally commensurate with the end of each spring semester)

14. Student Program Report

- a. University will provide Bank of the West with an annual report on the division of funds for the student programs described in Sections 6 and 7 of this Exhibit B.
 - i. Report shall include details on programs served, fund allocation, community impact, and demographics.

15. University and Bank of the West approval: All marketing activities undertaken by the parties pursuant to this Agreement are subject to the reasonable consent and approval of both parties, except as otherwise more specifically provided in this Agreement.

16. Opt-outs: With regard to all marketing activities described in this Exhibit B, University shall not provide or coordinate marketing opportunities with regard to persons who have informed University that they elect not to receive commercial solicitations from the University or from entities that have contracts and/or relationships with the University.

17. Specific Products to be provided by Bank of the West

Consistent with the terms set forth above, Bank of the West shall provide the following services with the following features (the “University Features”) to the identified customer group set forth below. Annually, Bank of the West may propose to University modifications to the University Features based upon presently unforeseen changes to the financial service industry, or customer preferences, as such may evolve over the Term of this Agreement. University shall consider such proposals in good faith and shall approve such modifications to the University Features if University determines that such modifications are appropriate and in the best interest of the applicable customer group.

a. Student Checking for UC Berkeley Students

Bank shall offer students enrolled at the Campus a Student Checking account with the following benefits, available to qualified applicants who meet Bank of the West’s standard checking account and debit card eligibility requirements with a valid UC Berkeley Student ID:

- \$20 to open a new account, but there is no minimum balance requirement thereafter
- No monthly service charge with annual presentation of valid UC Berkeley Student ID
- Debit Card
- Unlimited debit card POS transactions (subject to available balance)
- Unlimited check writing (subject to available balance)
- Unlimited access to Bank of the West ATMs for deposit and withdrawal transactions with no fee
- Online Banking and Mobile Banking with Bill Pay and P2P capabilities (standard text messaging and mobile carrier rates may apply)
- Unlimited branch visits
- Toll-free access to Telephone bankers
- Check Safekeeping with no fee
- Discounts on consumer loan rates with automatic payments (All consumer loans and lines of credit are subject to credit approval)
- Overdraft protection with a linked savings, money market, or Gold Line account (subject to credit approval)
- Deposits eligible for FDIC insurance up to the maximum established by the FDIC per depositor and ownership type

- No Bank of the West charges for two (2) Non-Bank of the West ATM transactions per statement cycle
- Rebate of up to \$6 per statement cycle on fees for cash withdrawals from non-Bank of the West ATMs
- Automatic enrollment of customer's debit card(s) in the Bank of the West Rewards Program (No annual fee)

i Bank of the West may impose other fees and charges for its deposit products, as described in Bank of the West's disclosures and schedules of fees and charges. Bank of the West will notify University and accountholders of any changes as may be required by applicable laws, rules and regulations. Bank of the West shall notify University of such changes prior to notice to accountholders if new fees or changes in are to be assessed or of any increases of more than 50%.

b. Bank at Work – Employee Banking Program

Bank of the West shall offer eligible faculty and staff employed by the Campus an employee banking experience with Bank of the West through its Bank at Work Program, available to qualified applicants who meet Bank of the West's checking account and debit card eligibility requirements:

i. Interest-bearing Choice Interest Checking Account

- No monthly service charge for UC Berkeley employees with minimum monthly direct deposit (\$250.00 minimum monthly direct deposit required)
- No minimum balance requirement
- Debit Card
- No charge for Corporate image wallet-style or Cal image (if available) checks, or \$5 discount on other styles (one box per order)
- Free small safe deposit box (subject to availability)
- Unlimited debit card POS transactions (subject to available balance)
- Unlimited check writing (subject to available balance)
- Unlimited access to Bank of the West ATMs for deposit and withdrawal transactions with no fee
- Online Banking and Mobile Banking with Bill Pay and P2P capabilities (standard text messaging and mobile carrier rates may apply)
- Unlimited branch visits

- Toll-free access to Telephone bankers
 - Check Safekeeping with no fee
 - Overdraft protection with a linked savings, money market, or Gold Line account (subject to credit approval)
 - Deposits eligible for FDIC insurance up to the maximum established by the FDIC per depositor and ownership type
1. Bank of the West may impose other fees and charges for its deposit products, as described in Bank of the West's disclosures and schedules of fees and charges. Bank of the West will notify University and accountholders of any changes as may be required by applicable laws, rules and regulations. Bank of the West shall notify University of such changes prior to notice to accountholders if new fees or changes in are to be assessed or of any increases of more than 50%.
 2. In place of a Choice Interest Checking account, Qualifying Customers also have the option to incorporate a Signature Checking or Premier Checking account into the Bank at Work program with minimum balance requirements
- ii Reduced lending rates applicable to participants in Bank at Work
1. Up to 0.40% rate discount on select consumer loans (all consumer loans and lines of credit are subject to credit approval). The following products are not eligible for the Bank at Work rate discount: Airplane Loans, Credit Cards, Gold Line, 1st position Home Equity Loans/Home Improvement Loans, Savings-CD Secured and Fixed Rate Loan Options (FRLO).
 2. Annual fee waived on Gold Line Account with eligible Bank of the West checking products – \$15 value
 3. 0.125% rate discount on mortgage loans with a Bank of the West checking account that includes a debit card and automatic electronic mortgage payments.
- iii Special rates applicable to participants in Bank at Work
1. Up to 0.25% bonus interest rate on select CD terms (min. balance of \$10,000)
 2. Up to 0.25% bonus interest rate on Money Market Plus Savings account (min. balance of \$10,000)
 3. Mortgage Loans: \$375 closing cost credit
 4. Credit Cards: Get a \$25 statement credit when you open a new Bank of the West credit card and make a qualifying purchase
- iv Investment services applicable to participants in Bank at Work

1. For Advisor Assisted Accounts

- Complimentary financial review by a BancWest Investment Services Financial Professional (BancWest Investment Services is a wholly owned subsidiary of Bank of the West)
- A Personalized asset allocation strategy and a portfolio aligned with customer's objectives
- As much or as little guidance as the customer needs to feel confident about customer's investment decisions

2. For Online Accounts

- Online trades initially as low as \$6.95
- Integrated online BancWest Investment Services investing and Bank of the West banking
- Trade Stocks, Mutual Funds, and options with the help of comprehensive online third-party research
- Dedicated support when you need it

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EXHIBIT C

SPECIFIC MARKETING AND PROMOTIONAL OPPORTUNITIES/UPP PROGRAM

1. **University Partnerships Program (UPP).** Bank of the West will be prominently featured in UPP media that may be developed, including e-newsletters and print newsletters published by University's UPP. Bank of the West will be promoted with other UPP preferred providers on a dedicated microsite (upp.berkeley.edu) that contains information on the benefits made available to UC Berkeley community members (students, faculty, staff, alumni) from each UPP preferred provider. Digital marketing and communications regarding the UPP program undertaken by University will link to the microsite, along with instructions describing how UC Berkeley community members can take advantage of UPP promotions.

EXHIBIT D
UNIVERSITY MARKS

The following Primary Marks may be used in co-branded marks or as otherwise specifically approved by University in the manner set forth in this Agreement:

Primary Marks

University Partnership Program

UPP

<http://upp.berkeley.edu>

The logo features the word "Berkeley" in a serif font with "UNIVERSITY OF CALIFORNIA" in a smaller font underneath. To its right, the words "University Partnership Program" are stacked in a sans-serif font.

The logo features the word "Cal" in a stylized, blue, cursive font. To its right, the words "University Partnership Program" are stacked in a sans-serif font.

Cal/Cal Script The logo consists of two stylized "Cal" words in a cursive font. The first "Cal" is yellow and the second is blue.

Cal Alumni Association The logo features a stylized yellow and blue tower icon to the left of the text "CAL ALUMNI ASSOCIATION" and "UC Berkeley" stacked in a sans-serif font.

Cal Athletics The logo features two stylized "Cal" words in a cursive font. The first "Cal" is yellow and the second is blue. Below each "Cal" is the word "ATHLETICS" in a bold, blue, sans-serif font.

ASUC Student Union The logo features the text "ASUC Student Union" in a white, sans-serif font inside a blue rectangular box.

Cal Recreational Sports The logo features the text "Cal Recreational Sports" in a blue, sans-serif font inside a yellow oval. Below it is the tagline "Students. Athletes. For Life." in a smaller font.

Cal1Card The logo features the word "Cal" in a stylized, blue, cursive font inside a yellow circle. Below it is the text "1 CARD" in a blue, sans-serif font.

Go Bears – subject to approval by University

Secondary Marks

(May only be used in association with one of the aforementioned Primary Marks or with an approved co-branded mark)

University of California, Berkeley

Excluded Marks: The following University Marks are specifically EXCLUDED from use:

- Sideview (aka Silhouette or Walking) Bear Mark: 
- Athletic Bear Mark 
- ASUC SU Bear Mark 
- Oski: 
- Other “bear” University of California marks

Marks & Logo Use: Bank of the West may develop and use custom joint (aka co-branded) artwork (i.e., co-branded logo) that include the Primary Marks as described in this Exhibit D, subject to the Trademark Use and Co-brand Guidelines of Exhibit F, or any subsequent Visual Design Guidelines provided by the Office of Communication and Public Affairs. Joint logo development and use shall be subject to the terms of the Agreement, including its review provisions. The joint marks may refer to Bank of the West’s relationship with the University, as described in this Agreement. Bank of the West may use the joint marks for commercial and marketing programs, subject to the provisions of the Agreement. Bank of the West shall have the right to use the joint marks in all national markets, consistent with the terms of this Agreement. Bank of the West may generally use its registered trademarks depicting bears (or discrete portions thereof such as but not limited to the head of the bear) in co-branding with the University, unless the specific use would confuse a reasonable viewer into believing that an Excluded Mark is being used.

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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	\$1,677,000
8	July 1, 2022 – June 30, 2023	\$1,677,000
9	July 1, 2023 – June 30, 2024	\$1,877,000
10	July 1, 2024 – June 30, 2025	\$1,677,000

- a. Student Program Funding
 - ii \$247,000 of each annual payment shall be allocated to student programs to be mutually agreed upon by University and Bank of the West.

II. 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 for estimated 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 for estimated 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 for estimated 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 for estimated 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 for estimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.

g. Jan 1, 2022 - \$1,677,000 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 for estimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.

h. Jan 1, 2023 - \$1,677,000 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 for estimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.

i. Jan 1, 2024 - \$1,877,000 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 for estimated 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 for estimated amount paid to two student interns of \$15,000 or such other amount as may be approved by University.

EXHIBIT F

TRADEMARK USE GUIDELINES

These provisions apply to the use of University Marks on products, in all forms of media, such as print advertising or the Internet, and include use of Internet domain names.

The following general provisions pertain to persons and organizations affiliated with the Campus as well as to outside entities and agencies:

- a) The Campus should not be referred to as "Cal Berkeley." Acceptable nominations are "UC Berkeley," "University of California Berkeley," "Berkeley," "Cal," or "California." All variations of the University's name are trademarks of the University of California Berkeley, and property of The Regents of the University of California ("UC Regents").
- b) It is unacceptable to combine "Berkeley" with "Bears," "Golden Bears," "Athletics," or any athletic team designation (i.e., "Berkeley Football"). The athletic teams should only be referred to as "California Golden Bears," "Cal Bears," or "University of California Golden Bears". The following trademarks may also be used when referring to the University of California programs and/or the Campus: "Golden Bears" (the team name), "Go Bears!," "Bear Territory," or "This is Bear Territory."
- c) "University of California" may not be used without specifically indicating the Berkeley campus (a reference to the Golden Bears is sufficient to indicate the Berkeley Campus). Examples of correct uses include: "University of California Golden Bears" or "University of California, Berkeley."
- d) The University's marks should always present a positive image.
- e) In accordance with the State of California Education Code 92000, the University's name and/or marks may not be used in any way that could state or imply an endorsement of a business, social, political, religious or economic movement, activity, program or group, or in advertising services. Vendors/Entities may be designated as "Sponsor," "Preferred Provider" or other term agreeable to the University, which suggests that the entity is a supporter of the University's mission of teaching, research, and public service.
- f) The University seal is restricted from use on items which could be construed as University documents, publications, or advertisement except when such documents or publications are used

by the University for official University business such as checks, certificates, or rubber stamps. The University Seal may not be defaced, altered, overprinted, or dismantled in any manner.

g) University marks are not to be associated with alcohol, tobacco, condoms, gambling products, items which could be used to maim or kill, or that could present a high liability exposure. For example, University marks should not be used in conjunction with knives, guns, or cigarette lighters.

h) The University's marks will not be licensed for use in association with certain other mark(s), words or phrases, for example: the Playboy bunny, Coed Naked, profanity, ethnic/gender/religious slurs, pro-hazing designs or designs that are deemed to be in poor taste. Further, art that is in some way degrading or demeaning, or reflects poorly on the UC Berkeley image, will not be approved.

i) Copyright Requirements: Artwork created by the University are "University" designs and the UC Regents retain all rights to these designs. Copyright ownership must be attributed to the UC Regents as follows:

© 2008 UC Regents

© 2008 The Regents of the University of California

j) In accordance with the Federal Trademark Dilution Act of the United States Patent and Trademarks Office, modifying or altering the University's trademarks is prohibited. The University's Marks should not be obscured or changed in such a way which would dilute the integrity of the design or its brand recognition.

k) All designs, which include UC Berkeley's name and/or other trademarks, and modifications of previously approved designs must be submitted to the Office of Business Contracts and Brand Protection (BCBP), for review and approval before such designs are produced, reproduced or sold. BCBP may seek input from other Campus units/leaders for socially and/or politically sensitive uses of the University's Marks before granting approval.

l) The use of the University's Marks, when used in association with a product or service, may only be permitted with an appropriate agreement (i.e., trademark license agreement, Letter of Understanding, etc.), and/or produced by a vendor with an executed license agreement.

m) Pantone colors and additional brand guidelines are available at <http://brand.berkeley.edu>.

n) University of California Code of Conduct for Trademark Licensees (UC Code) and Fair Labor Association (FLA): Manufacturers of University-logged apparel and other merchandise must comply with the UC Code and become members of the FLA in order to assist the

University in managing/monitoring fair and equitable labor practices in the production of its logoed/trademarked goods.

Co-brand logo guidelines:

1. The University's name/logo and other trademarks must be distinct from that of Bank of the West's. To that end, the University's Excluded Marks are prohibited from use.
2. The University logo should always appear to be visually equal to that of Bank of the West's logos (i.e., the University logo should never appear subordinate in size).
3. Bank of the West's logos should not be positioned in such a way that creates confusion as to the relationship of the parties (i.e., the logos should not appear next to one another or combined).
4. There should be a clear separation between logos, as appropriate for the specific use.
5. When side-by-side, the logos should be vertically center aligned
6. When stacked, the logos should be horizontally center aligned.

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EXHIBIT G

BANK OF THE WEST MARKS





Berkeley
UNIVERSITY OF CALIFORNIA

Bank of the West is the Official Bank of UC Berkeley

Bank of the West is the Official Bank of Cal Athletics

Bank of the West is the Official Bank of ASUC Student Union

Bank of the West is the Official Bank of Cal Recreational Sports

EXHIBIT H

UNIVERSITY OF CALIFORNIA CODE OF CONDUCT FOR TRADEMARK LICENSEES

(Revised January 5, 2000)

It is the policy of the University of California that trademark licensees for goods produced with UC logos agree to follow the Code of Conduct issued on January 5, 2000. Administrative guidelines implementing this policy and incorporating appropriate enforcement mechanisms shall be issued by the President of the University.

UNIVERSITY OF CALIFORNIA

Code of Conduct for Trademark Licensees

January 5, 2000

Introduction/Notice/Remediation

Standards/Compliance and Disclosure/Verification

- I. Introduction:** The University of California (“University”) is committed to conducting its business affairs in a manner consistent with its employee personnel policies and expects its licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to this Code of Conduct (the Code). The Code is subject to amendment to reflect any subsequently developed standards either by the University or a national higher education organization whose code the University chooses to adopt.
- II. Notice:** This Code shall apply to all trademark licensees of the University of California. Throughout this code the term “licensee” shall include all persons or entities who have entered a written licensing agreement with the University to manufacture products bearing the name, trademarks and/or images of the University. Additionally, this Code shall apply to all of the licensee’s contractors. Throughout this Code the term “contractor” shall include each contractor, subcontractor, vendor, or manufacturer that is engaged in a manufacturing process that results in a

finished product for the consumer. “Manufacturing process” shall include assembly and packaging.

As a condition of being permitted to produce and/or sell licensed products bearing the name, trademarks and/or images of the University, each licensee must comply with this Code and ensure that its contractors comply with this Code. All licensees and contractors are required to adhere to this Code within six months of notification of the Code and as required in applicable license agreements.

- III. Remediation:** If the University determines that any licensee or contractor has failed to remedy a violation of this Code, the University will consult with the licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include requiring the licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable back wages found due to workers who manufactured the licensed articles, and reinstating any worker whose employment has been terminated in violation of this Code of Conduct. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the University and the licensee will implement a corrective action plan on terms acceptable to the University. The University reserves the right to terminate its relationship with any licensee which continues to conduct its business in violation of the corrective action plan, in accordance with the terms set forth in the licensee agreement.
- IV. Standards:** University licensees and their contractors must operate workplaces, and ensure that their contractors operate workplaces, that adhere to the following minimum standards and practices:
- A. Legal Compliance:** University licensees and their contractors must comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured. Where this Code and the applicable laws of the country of manufacture conflict or differ, the higher standard shall prevail. Such compliance shall include compliance with all applicable environmental laws.
 - B. Ethical Principles:** Licensees shall commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.
 - C. Employment Standards:** The University will do business only with licensees whose workers are present to work voluntarily, are not at undue risk of physical harm, are fairly compensated, and are not exploited in any way. In addition, the following specific guidelines must be followed:
 - 1. Wages and Benefits:** Licensees and their contractors must provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a “living wage,” whichever provides greater wages and benefits.

2. **Working Hours:** Except in extraordinary circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture; and (ii) be entitled to at least one day off in every 7-day period.
3. **Overtime Compensation:** In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in that country, but not less than at a rate equal to their regular hourly compensation rate.
4. **Child Labor:** No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for 3 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 work with governmental, human rights, and non-governmental organizations, as determined by the University and licensee, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.
5. **Forced Labor:** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise (March 1977 Regents' Action, University Policy on the Procurement of ForeignMade Equipment, Materials, or Supplies Produced by Forced Labor, Convict, or Indentured Labor and Administrative Guidelines issued April 7, 1998).
6. **Health and Safety:** Licensees and their contractors must provide workers with a safe and healthy work environment and must, at a minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they must be safe and healthy facilities.
7. **Nondiscrimination:** Licensees and their contractors shall employ individuals solely on the basis of their ability to perform the job. Licensees and their contractors may not discriminate against employees in subsequent personnel decisions. The pregnancy of an employee shall not be used as a basis for disciplinary treatment or termination of employment. Licensees and their contractors shall use their best efforts to reinstate workers who have taken maternity leave to the same or similar position at the same rate of pay and benefits. No employee or prospective employee shall be subjected to involuntary use of contraceptives or pregnancy testing.
8. **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 will not use or tolerate any form of corporal punishment.

- 9. Freedom of Association:** Licensees and their contractors shall recognize and respect the right of employees to freedom of association and collective bargaining with bargaining representatives of their own choice. No employee shall be subject to harassment, intimidation or retaliation as a result of his or her efforts to freely associate or bargain collectively.

V. Compliance: Prior to the date of an annual renewal of a license agreement, the licensee shall be required to provide the following to the University, as set forth in the license agreement:

- A.** The company names, owners and/or officers; and addresses, phone numbers, email addresses and the nature of the business association of all the licensees' contractors and manufacturing plants which are involved in the manufacturing process of items which bear, or will bear, the name, trademarks and/or images of the University; **B.**
- B.** Written assurances that it and its contractors adhere to this Code (except that in the initial phase-in period, licensee must provide such written assurances within six months of receipt of this Code); and
- C.** A summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code at each site.

VI. Disclosure:

- A.** The company names, owners, and/or officers, addresses, and nature of the business association, including the steps performed in the manufacturing process, of all the licensees' contractors and manufacturing plants which are involved in the manufacturing process of items which bear, or will bear, the name, trademarks and or images of the university shall be made public information.
- B.** The Licensee shall be required to report immediately to the University any changes in its business operations which materially affect the application of this Code, such as the selection of a new factory. This information will also be made publicly available.

VII. Verification: It shall be the responsibility of each University licensee to ensure its compliance with this Code, and to verify that its contractors are in compliance with this Code.

Clearly defined methods of internal monitoring, training and independent external monitoring have not yet been determined by the University and licensee. The University and its licensees shall undertake efforts to determine and clearly define the obligations associated with the development of adequate training and monitoring methods, including establishment of a reasonable time frame within which compliance measures, including internal monitoring and independent external monitoring, will begin.

Exhibit I

CAL ALUMNI ASSOCIATION (CAA) AND BANK OF AMERICA

1. CAA will grant MBNA America the limited right to use its Trademarks only, specifically the CAA logo which includes an image of Sather Tower, only on the credit cards themselves and on affirmative marketing materials for the credit cards. Additionally, CAA grants a limited license to include the "Cal" script held by the University as a secondary mark and only in conjunction with the CAA logo throughout the term, as well as any modified, successor or replacement marks of the CAA Trademarks then-currently used in the Program. CAA agrees to consult with Bank of the West prior to making any revisions to such license rights.

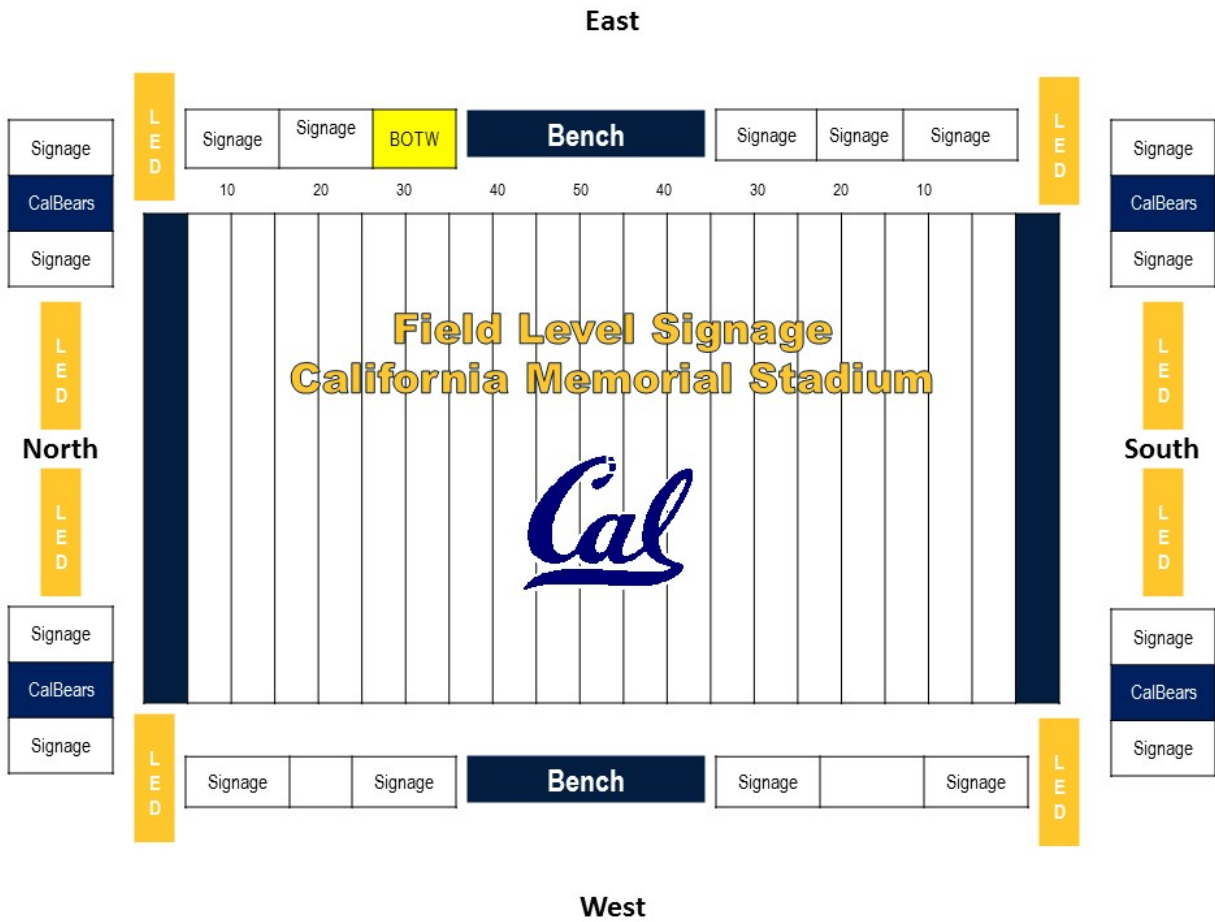
2. **Cal Athletics Partnership – Affinity Credit Card Marketing**
 - a. Digital:
 - i. Bank of America will receive 800,000 impressions on Calbears.com per year
 - ii. Bank of America will receive inclusion in six (6) email newsletters per year
 - iii. Bank of America will receive four (4) social media campaigns per year on each of the official Cal Athletics Facebook and Twitter accounts
 - iv. Bank of America will receive four (4) dedicated emails per year to a minimum of 40,000 people in the Athletics database

 - b. Tickets:
 - i. Bank of America to receive four (4) football season tickets and one (1) football season parking pass

3. **Cal Rec Sports Partnership – Affinity Credit Card Marketing**
 - a. Direct marketing to non-student member list of approximately 10,000

Exhibit J

Memorial Stadium Signage:



Haas Pavilion Signage:

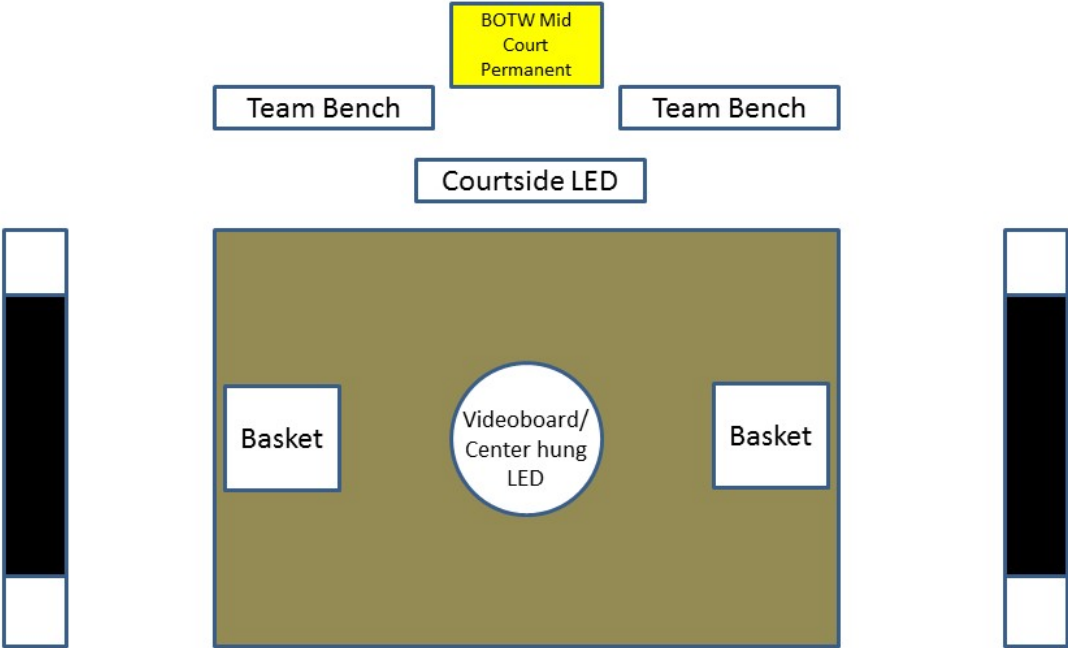


Exhibit K

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

LEASE FORM

THE REGENTS AS UNIVERSITY

Lease covers Premises located at:

Martin Luther King Jr. Student Union
2495 Bancroft Way, Ste. 138
Berkeley, CA 94720-4522

Campus for which the space is leased:

University of California Berkeley

Bank of the West's Name, Address & Telephone Number:

Bank of the West, a California banking corporation
180 Montgomery Street, 22nd Floor
San Francisco, CA 94104

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

LEASE AGREEMENT

1. PARTIES. This Lease Agreement (this "Lease") dated October __, 2015, is by and between BANK OF THE WEST, a California banking corporation ("Bank of the West" or "Tenant") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("University" or "Landlord").

2. PREMISES: University hereby leases to Bank of the West, approximately, 989-square feet located on the first floor of the Martin Luther King Jr. Student Union (the "Building"), Retail 2C, 138 (the "Premises"). The Premises is more specifically described in Exhibit A. For the avoidance of doubt, the terms of Bank of the West ATMs at the Premises and the Building are included in the Implementation Agreement.

2.1 Non-Exclusive Use Areas. Bank of the West shall also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises (collectively, "Common Areas").

3. TERM.

3.1 Term. The term of this Lease (the "Lease Term") shall commence on the date (the "Lease Commencement Date") that University delivers the Premises to Bank of the West in "Delivery Condition" as specified in Exhibit B, which date shall not be later than January 4, 2016 ("Lease Commencement Date") and ending on the earlier of the tenth calendar year anniversary of that date or the date of expiration of the UC Berkeley-Bank Of The West Implementation Agreement Pertaining To UC Berkeley's University Partnership Program (the "Implementation Agreement"), which date shall be the date of expiration of this Lease ("Lease Expiration Date"), unless sooner terminated pursuant to any provision hereof.

3.2 Delay in Possession. Notwithstanding said Lease Commencement Date, if for any reason University cannot deliver possession of the Premises to Bank of the West on said Lease Commencement Date, University shall not be subject to any liability therefor, nor shall such failure

affect the validity of this Lease or the obligations of Bank of the West hereunder or extend the term hereof, but in such case, Bank of the West shall not be obligated to pay rent until possession of the Premises is tendered to Bank of the West; provided further, however, that if University shall not have delivered possession of the Premises within sixty (60) days from said Lease Commencement Date, Bank of the West may, at Bank of the West's option, by notice in writing to University within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder.

3.3 Early Possession. If Bank of the West occupies the Premises prior to said Lease Commencement Date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Bank of the West shall pay rent for such period at the initial monthly rates set forth below.

4. RENT. Bank of the West shall pay University, inclusive of rent for the Premises, the payments specified in Exhibit E of the Implementation Agreement, which payments include (but do not consist exclusively of) rent (the "Rent.")

5. SECURITY DEPOSIT. None

6. NOTICES. All notices required by this Lease Agreement shall be transmitted in accordance with the terms Implementation Agreement; provided, however copies of notices to Bank of the West shall also be sent to the following addresses:

Bank of the West

Corporate Real Estate

SC-CAL-06-J

300 S Grand Avenue

Los Angeles, CA 90071

Attention: CRE Lease Administration

and to:

Bank of the West

180 Montgomery Street, 22nd Floor

San Francisco, California 94104

Attention: Richard Dougherty

7. BANK OF THE WEST IMPROVEMENTS.

7.1 Bank of the West Improvements. After the Lease Commencement Date, Bank of the West shall construct Bank of the West improvements and make installations in the Premises in accordance with plans and specifications reasonably approved by Bank of the West and University ("Plans and Specifications") and in accordance with those provisions of the attached Exhibit F which describe construction. The work described in the preceding sentences and the resulting installations are referred to in this Lease as the "Bank of the West Improvements", and Exhibit F is referred to herein as the "Work Requirements." The Bank of the West Improvements shall be carried out by Bank of the West in compliance with the Work Requirements attached as Exhibit F (in which Exhibit is contained a definition of the "Plans and Specifications"), and in compliance with all applicable Laws, subject to minor variations (i.e., variations that are not inconsistent with the intent of Plans and Specifications) and changes approved by University in its reasonable discretion. Bank of the West shall require that all of its contractors and their subcontractors pay their employees not less than the applicable prevailing wage published by the State of California for all work carried out upon the Premises and in the Building.

7.2 Cost of Bank of the West Improvements. Bank of the West shall install the Bank of the West Improvements at its sole cost and expense.

7.3 Bank of the West Improvement Warranties. Bank of the West warrants to University that all materials and equipment furnished by Bank of the West in its improvement of the Premises shall be new unless otherwise specified in the Work Requirements, and that all of Bank of the West's work to be performed under the Work Requirements shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final Plans and Specifications and the requirements of the Work Requirements. Any of Bank of the West's work not conforming to the above standards shall be considered defective.

7.4 Notice of Completion. Bank of the West shall complete construction of the Bank of the West Improvements within one hundred and twenty (120) days after the Plans and Specifications have been approved by University and Bank of the West. Bank of the West shall immediately upon completion of construction give written notice to University of such completion.

7.5 Time Limit and Prior Tenancy. On the Lease Commencement Date, Bank of the West will take possession of the Premises in the condition required by Sections 8.2 and 8.3 with construction completed as required in Exhibit F. If Bank of the West's ability to take possession by the date as set forth in this provision is delayed as a result of any of the following causes, then the date for delivery shall be postponed without penalty to Bank of the West for a period of time equivalent to the period caused by such delay:

- (a) acts of University, its agents, or employees;
- (b) acts of God which Bank of the West could not reasonably have foreseen or guarded against;
- (c) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Bank of the West and which cannot be reasonably overcome;
- (d) restrictive regulations by the Federal Government which are enforced in connection with a national emergency; or
- (e) any delays caused by the FDIC in issuing any approvals which are necessary for Bank of the West to operate a bank on the Premises.

7.6 Signage. Bank of the West, at Bank of the West's sole cost and expense, may install location identification signs in the interior of the Building that are visible from the exterior of the Building in the locations shown on Exhibit E, so long as the color, size and design thereof are consistent with the specifications set forth in Exhibit E. Additional signage may be approved in the sole discretion of the University. Bank of the West shall not affix any sign upon the exterior of the Building without University's prior written consent.

8. USE.

8.1 Use. The Premises shall be used and occupied only for a Bank of the West's bank branch (the "Branch") or any other use which, in University's sole opinion, is reasonably comparable,

and for no other purpose. The Branch shall be open five (5) days a week and a minimum of forty (40) hours per week of operations during the Fall and Spring semesters. Bank of the West may reduce Summer and Holiday Break hours by twenty-five percent (25%) during the seven (7) days a week, for a minimum of forty-eight (48) hours per week. The Branch shall be closed during the UC Berkeley Energy Curtailment Period according to the dates set forth each fiscal year by UC Berkeley. Subject to and after written notice to, consultation with, and receipt of approval from University, Bank of the West may modify the hours and days of operation of the Branch based on trends of student behavior.

8.2 Compliance with Law and UC Policy.

(a) University warrants to Bank of the West that the Premises, in its state existing on the Lease Commencement Date, but without regard to the use for which Bank of the West will use the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such Lease Commencement Date. If this warranty is violated, then University shall, after written notice from Bank of the West, promptly, at University's sole cost and expense, rectify any such violation. If Bank of the West does not give to University written notice of violation of this warranty within six (6) months from the Lease Commencement Date, the correction of same shall be the obligation of Bank of the West at Bank of the West's sole cost. The warranty contained in this Section shall be of no force or effect if, prior to the date of this Lease, Bank of the West was the owner or occupant of the Premises, and, in such event, Bank of the West shall correct any such violation at Bank of the West's sole cost.

(b) Except as provided in this Section, Bank of the West shall, at Bank of the West's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Bank of the West of the Premises. Bank of the West shall also comply with the terms of the UCB Lower Sproul Redevelopment Project – MLK Lease Requirements for LEED attached as Exhibit D regarding the LEED status of the Building. If this warranty has been violated, then University shall, after written notice from Bank of the West, promptly, at University's sole cost and expense, rectify any such violation. If Bank of the West does not give to University written notice of violation of this warranty within six (6) months from the Lease Commencement Date, the correction of same shall be the obligation of Bank of the West at Bank of the West's sole cost. Bank of the West shall pay all of its employees who perform work upon the Premises, and shall require all of its contractors who perform work upon the Premises, not less than the minimum wages specified in the University's Fair Wage/Fair Work Plan.

8.3 Condition of Premises.

(a) University shall deliver the Premises to Bank of the West clean and free of debris on the Lease Commencement Date (unless Bank of the West is already in possession) and University further warrants to Bank of the West that the plumbing, lighting, air conditioning, and heating systems, in the Premises shall be in good operating condition on the Lease Commencement Date. If this warranty has been violated, then University shall, after receipt of written notice from Bank of the West setting forth with specificity the nature of the violation, promptly, at University's sole cost, rectify such violation. Bank of the West's failure to give such written notice to University within six (6) months after the Lease Commencement Date shall cause the conclusive presumption that University has complied with all of University's obligations hereunder.

(b) Except as otherwise provided in this Lease, Bank of the West hereby accepts the Premises in the condition existing as of the Lease Commencement Date or the date that Bank of the West takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Bank of the West acknowledges that neither University nor any agent of University has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Bank of the West's business.

9. MAINTENANCE AND REPAIRS.

9.1 University and Bank of the West's Obligations. The respective repair and maintenance responsibilities of University and Bank of the West are set forth in Exhibit C, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein. University will maintain all building systems (including but not limited to all fire sprinklers and other fire and life safety systems, HVAC, mechanical, electrical, plumbing, elevators, water and sewer (the "Building Systems"), all structural portions of the Building, all portions of the Building other than the interior of the Premises (including the roof of the Building), the Access Areas, Loading Dock and the common areas of the Building in good condition and repair during the Lease Term at no cost to Bank of the West. Such maintenance obligation shall include, without limitations, all necessary cleaning of walls, windows and electric light fixtures, all necessary scrubbing, mopping and polishing of floors in the Premises, pest control and replacement of light bulbs on University's regular schedule for the Building, at no cost to Bank of the West. Subject to the University's obligations set forth in this Section, Bank of the West will maintain the interior portions of the Premises in good condition and repair during the Lease Term. In

managing waste generated in the Premises, Bank of the West shall comply in all material respects with campus Zero Waste Policies as set forth in Exhibit D.

9.2 Surrender. On the last day of the Lease Term hereof, or on any sooner termination, Bank of the West shall surrender the Premises to University in the same condition as when received, ordinary wear and tear excepted, clean and free of debris; provided, however, Bank of the West shall not be obligated to remove the initial Bank of the West Improvements. Bank of the West shall repair any damage to the Premises occasioned by the installation or removal of Bank of the West's trade fixtures, furnishings and equipment.

9.3 University's Rights. If Bank of the West fails to perform Bank of the West's obligations under this Section, or under any other Section of this Lease, University may at its option (but shall not be required to) enter upon the Premises after ten (10) days' prior written notice to Bank of the West (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Bank of the West's behalf and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall become due and payable as additional rental to University together with Bank of the West's next rental installment.

10. ALTERATIONS AND ADDITIONS.

(a) Except for the Bank of the West Improvements, Bank of the West shall not, without University's prior written consent make any alterations, improvements, additions, or Utility Installations in, on or about the Premises, except for nonstructural alterations not exceeding \$100,000 in cumulative costs during the term of this Lease. In any event, whether or not in excess of such cumulative cost, Bank of the West shall make no change or alteration to the exterior of the Building without University's prior written consent. As used in this Section, the term "Utility Installation" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. University may require that Bank of the West remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the term, and restore the Premises to their prior condition. University may require Bank of the West to provide University, at Bank of the West's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure University against any liability for mechanics' and materialmen's liens and to insure completion of the work. Should Bank of the West make any alterations, improvements, additions or Utility Installations without the prior approval of University, University may require that Bank of the West remove any or all of the same. Notwithstanding anything to the contrary herein, Bank of the West shall not be required to remove (i)

any of the initial Bank of the West Improvements constructed by or on behalf of Bank of the West, and (ii) any alterations or additions for which Bank of the West has obtained University's consent unless University has indicated, at the time of granting such consent, that such removal will be required.

(b) Any alterations, improvements, additions or Utility Installations in, on, or about the Premises that Bank of the West shall desire to make and which requires the consent of the University shall be presented to University in written form, with proposed detailed plans. If University shall give its consent, the consent shall be deemed conditioned upon Bank of the West acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to University prior to the commencement of the work and the compliance by Bank of the West of all conditions of said permit in a prompt and expeditious manner.

(c) Bank of the West shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Bank of the West at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or any interest therein. Bank of the West shall give University not less than ten (10) days' notice prior to the commencement of any work in the Premises, and University shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Bank of the West shall, in good faith, contest the validity of any such lien, claim or demand, then Bank of the West shall, at its sole expense defend itself and University against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the University or the Premises, upon the condition that if University shall require, Bank of the West shall furnish to University a surety bond satisfactory to University in an amount equal to such contested lien claim or demand indemnifying University against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, University may require Bank of the West to pay University's attorneys' fees and costs in participating in such action if University shall decide it is in its best interest to do so.

(d) Unless University requires their removal, all alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Bank of the West), which may be made on the Premises, shall become the property of University and remain upon and be surrendered with the Premises at the expiration of the term; provided, however, no ATMs shall become property of University. Notwithstanding the provisions of this Section, Bank of the West's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Bank of the West and may be removed by Bank of the West.

11. INDEMNIFICATION.

11.1 University's Obligation. University shall indemnify, defend and hold harmless Bank of the West, its officers, partners, agents, and employees from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of University, its officers, agents, or employees.

11.2 Bank of the West's Obligation. Bank of the West shall indemnify, defend and hold harmless University, its officers, agents, and employees from and against any Claims arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Bank of the West, its officers, partners, agents, or employees.

12. INSURANCE

12.1 Required Insurance. Bank of the West and the University shall maintain the insurance required by the Implementation Agreement during the term of the Lease.

12.2 Waiver of Subrogation. Notwithstanding the provisions of Article 11, Bank of the West hereby waives any right of recovery against the University due to loss of or damage to the property of Bank of the West when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

12.3 Exemption of University from Liability. Bank of the West hereby agrees that University shall not be liable for injury to Bank of the West's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Bank of the West, Bank of the West's employees, invitees, customers, or any other person in or about the Premises, nor shall University be liable for injury to the person of Bank of the West, Bank of the West's employees, agents or contractors, as a result of any condition of the Premises or the Building, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or

other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises, whether the said damage or injury results from conditions arising in the Premises or in other portions of the building of which the Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Bank of the West. University shall not be liable for any damages arising from any act or neglect of any other Bank of the West, if any, of the building in which the Premises are located.

13. DAMAGE OR DESTRUCTION.

13.1 Definitions.

(a) "Premises Partial Damage" shall herein mean damage or destruction, when and as determined by University, to the Premises to the extent that the cost of repair is less than 10% of the then replacement cost of the Premises. "Premises Building Partial Damage" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than 10% of the then replacement cost of such building as a whole.

(b) "Premises Total Destruction" shall herein mean damage or destruction, when and as determined by University, to the Premises to the extent that the cost of repair is 10% or more of the then replacement cost of the Premises. "Premises Building Total Destruction" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is 10% or more of the then replacement cost of such building as a whole.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in this Section.

13.2 Partial Damage--Insured Loss. Subject to the provisions of Sections 13.4, 13.5 and 13.6, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then University shall, at University's expense, repair such damage, but not Bank of the West's fixtures, equipment or Bank of the West Improvements unless the same have become a part of the Premises pursuant to Section 10 hereof, as soon as reasonably possible, and this Lease shall continue in full force and effect.

13.3 Partial Damage--Uninsured Loss. Subject to the provisions of Sections 13.4 and 13.5 and 13.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Bank of the West (in which event Bank of the West shall make the repairs at Bank of the West's expense), University may at University's option either (i) repair such damage as soon as reasonably possible at University's expense in which event this Lease shall continue in full force and effect, or (ii) give written notice to Bank of the West within thirty (30) days after the date of the occurrence of such damage of University's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event University elects to give such notice of University's intention to cancel and terminate this Lease, Bank of the West shall have the right within ten (10) business days after the receipt of such notice to give written notice to University of Bank of the West's intention to repair such damage at Bank of the West's expense, without reimbursement from University, in which event this Lease shall continue in full force and effect, and Bank of the West shall proceed to make such repairs as soon as reasonably possible. If Bank of the West does not give such notice within such ten (10) business day period this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

13.4 Total Destruction. If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building Total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

13.5 Damage Near End of Term.

(a) If at any time during the last twelve (12) months of the term of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, University may at University's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Bank of the West of University's election to do so within thirty (30) days after the date of occurrence of such damage; provided, however, any termination of the Lease and closure of a bank branch at the Premises shall be in compliance with all FDIC regulations regarding such closures, including, without limitation, any notice requirements to customers.

(b) Notwithstanding Section 13.5(a), in the event that Bank of the West has an option to extend or renew this Lease, and the time within which said option may be exercised has not

yet expired, Bank of the West shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Bank of the West duly exercises such option during said twenty (20) day period, University shall at University's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Bank of the West fails to exercise such option during said twenty (20) day period, then University may at University's option terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Bank of the West of University's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

13.6 Abatement of Rent; Bank of the West's Remedies.

(a) In the event of damage described in Sections 13.2 or 13.3, and University or Bank of the West repairs or restores the Premises pursuant to the provisions of this Section, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Bank of the West's use of the Premises is impaired. Except for abatement of rent, if any, Bank of the West shall have no claim against University to any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If University shall be obligated to repair or restore the Premises under the provisions of this Section and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, Bank of the West may at Bank of the West's option cancel and terminate this Lease by giving University written notice of Bank of the West's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

13.7 Termination--Advance Payments. Upon termination of this Lease pursuant to this Section, an equitable adjustment shall be made concerning advance rent and any advance payments made by Bank of the West to University. University shall, in addition, return to Bank of the West so much of Bank of the West's security deposit as has not theretofore been applied by University.

13.8 Waiver. Bank of the West waives the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

14. TAXES.

14.1 Payment of Taxes. University specifically calls to Bank of the West's attention the fact that under California law (California Revenue and Taxation Code, Sections 107 and 107.6), this Lease may create a possessory interest subject to property taxation and that Bank of the West may be subject to property tax levied on such interest. Bank of the West alone shall pay such tax. If the right is given to pay any of the taxes, assessments or other impositions which Bank of the West is herein obligated to pay either in one sum or in installments, Bank of the West may elect either mode of payment.

14.2 Personal Property Taxes. Bank of the West shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Bank of the West contained in the Premises or elsewhere. Bank of the West shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of University.

15. OPERATING EXPENSES.

15.1 Definitions. For the purposes of this Section, the following terms are defined as follows:

(a) Bank of the West's Percentage: The portion of the Building occupied by Bank of the West pursuant to this Lease.

(b) Direct Expenses: Those expenses reasonably incurred by University with respect to the maintenance and operation of the Building including, but not limited to, all taxes not otherwise paid by Bank of the West pursuant to Section 14 of this Lease, insurance, utilities, janitorial services, supplies, management fees, and compensation (including employment taxes and fringe benefits) of persons for duties performed in connection with the maintenance and operation of the Building.

15.2 Additional Rent. This is a "net lease." Bank of the West shall pay Bank of the West's Percentage of the cost of Direct Expenses to University. On the Lease Commencement Date, and prior

to commencement of each fiscal year thereafter, University shall provide Bank of the West with an estimate of the Direct Expenses for the coming year. Bank of the West shall pay as additional monthly rent an amount equal to one-twelfth (1/12) of Bank of the West's Percentage of the estimated Direct Expenses. As soon as possible after the end of the fiscal year, University shall provide Bank of the West with a written statement of actual Direct Expenses. Any overpayments shall be credited against subsequent additional Rent payments, and any underpayments shall be paid by Bank of the West in a lump sum within thirty (30) days of receipt of said statement. Such overpayments or underpayments shall be deemed to have accrued during the prior fiscal year and shall be credited to Bank of the West or become due and payable from Bank of the West, as the case may be, even though the Term of this Lease may have expired or this Lease may have been terminated prior to Bank of the West's receipt of the statement. University further reserves the right to bill Bank of the West for emergency or extraordinary expenses, even if in excess of the monthly Building Direct Expenses, which sum Bank of the West shall promptly pay.

15.3 Bank of the West's Audit Rights. Within ninety (90) days after receipt of University's written statement of actual Direct Expenses (the "Statement"), Bank of the West shall have the right to audit at University's local offices, at Bank of the West's expense, University's accounts and records relating to Direct Expenses. Such audit shall be conducted by a certified public accountant approved by University, which approval shall not be unreasonably withheld. If such audit reveals that University has overcharged Bank of the West, the amount overcharged shall be paid to Bank of the West within thirty (30) days after the audit is concluded, together with interest thereon at the rate of 10% per annum, from the date the Statement was delivered to Bank of the West until payment of the overcharge is made to Bank of the West. In addition, if the Statement exceeds the actual Direct Expenses which should have been charged to Bank of the West by more than 5%, the cost of the audit shall be paid by University.

16. SERVICES, UTILITIES.

Services and utilities shall be furnished and the cost borne as outlined in Exhibit C. If any such services are not separately metered to Bank of the West, Bank of the West shall pay its Percentage of all charges jointly metered with other premises. In the event of failure by University to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which University is responsible, Bank of the West may furnish the same if University has not undertaken to correct such failure within five (5) days after written notice, and, in addition to any other remedy Bank of the West may have, may deduct the amount thereof, including Bank of the West's service costs, from rent or other remuneration due University hereunder.

17. ASSIGNMENT AND SUBLETTING.

17.1 University's Consent Required. Bank of the West shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Bank of the West's interest in this Lease or in the Premises, without University's prior written consent, which University shall not unreasonably withhold. It shall be reasonable for University to deny consent for any assignment of this Lease that does not include simultaneous permitted assignment of the Implementation Agreement. University shall respond to Bank of the West's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

17.2 No Release of Bank of the West. Regardless of University's consent, no subletting or assignment shall release Bank of the West of Bank of the West's obligation or alter the primary liability of Bank of the West to pay the Rent and to perform all other obligations to be performed by Bank of the West hereunder. The acceptance of Rent by University from any other person shall not be deemed to be a waiver by University of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Bank of the West or any successor of Bank of the West, in the performance of any of the terms hereof, University may proceed directly against Bank of the West without the necessity of exhausting remedies against said assignee. University may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Bank of the West, without notifying Bank of the West, or any successor of Bank of the West, and without obtaining its or their consent thereto and such action shall not relieve Bank of the West of liability under this Lease.

17.3 Administrative Fees. In the event Bank of the West shall assign or sublet the Premises or request the consent of University to any assignment or subletting or if Bank of the West shall request the consent of University for any act Bank of the West proposes to do, then Bank of the West shall pay University's reasonable administrative fees (including attorneys' fee) incurred in connection therewith, such fees not to exceed \$1,000.00 (One Thousand Dollars) for each such request.

17.4. Permitted Transfers. Notwithstanding anything to the contrary contained in this Lease, University agrees that Bank of the West may assign this Lease or sublet the Premises, or any portion thereof, without University's consent, to any entity which controls, is controlled by, or is under common control with Bank of the West; to any entity which results from a merger of, reorganization of, or consolidation with Bank of the West; to any entity engaged in a joint venture with Bank of the West; or to any entity which acquires substantially all of the stock or assets of Bank of the West, as a going

concern, with respect to the business that is being conducted in the Premises (hereinafter each a "Permitted Transfer"). In addition, a sale or transfer of the capital stock of Bank of the West shall be deemed a Permitted Transfer if (1) such sale or transfer occurs in connection with any bona fide financing or capitalization for the benefit of Bank of the West, or (2) Bank of the West is or becomes a publicly traded corporation. University shall have no right to terminate the Lease in connection with, and shall have no right to any sums or other economic consideration resulting from any Permitted Transfer. Additionally, any rights that are personal to Bank of the West shall also accrue to any Permitted Transferee.

18. DEFAULTS; REMEDIES.

18.1 Defaults by Bank of the West. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Bank of the West:

(a) Intentionally Omitted.

(b) The failure by Bank of the West to make any payment of Rent or any other payment required to be made by Bank of the West hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from University to Bank of the West. In the event that University serves Bank of the West with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subsection.

(c) The failure by Bank of the West to observe or perform any of the covenants, conditions or provisions of this Lease or the Implementation Agreement to be observed or performed by Bank of the West, other than described in Section (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from University to Bank of the West; provided, however, that if the nature of Bank of the West's default is such that more than thirty (30) days are reasonably required for its cure, then Bank of the West shall not be deemed to be in default if Bank of the West commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(d) The making by Bank of the West of (i) any general arrangement or assignment for the benefit of creditors; (ii) Bank of the West becomes a "debtor" as defined in 11 U.S.C. § 101 or any

successor statute thereto (unless, in the case of a petition filed against Bank of the West, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Bank of the West's assets located at the Premises or of Bank of the West's interest in this Lease, where possession is not restored to Bank of the West within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Bank of the West's assets located at the Premises or of Bank of the West's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this Section is contrary to any applicable law, such provision shall be of no force or effect.

(e) The discovery by University that any financial statement given to University by Bank of the West, any assignee of Bank of the West, any subtenant of Bank of the West, any successor in interest of Bank of the West or any guarantor of Bank of the West's obligation hereunder, and any of them, was materially false.

18.2 Remedies. In the event of any such material default or breach by Bank of the West, University may at any time thereafter, with or without notice or demand and without limiting University in the exercise of any right or remedy which University may have by reason of such default or breach;

(a) Terminate Bank of the West's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Bank of the West shall immediately surrender possession of the Premises to University. In such event University shall be entitled to recover from Bank of the West all damages incurred by University by reason of Bank of the West's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Bank of the West proves could be reasonably avoided.

(b) Maintain Bank of the West's right to possession in which case this Lease shall continue in effect whether or not Bank of the West shall have abandoned the Premises. In such event University shall be entitled to enforce all of University's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to University under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of Rent and

other unpaid monetary obligations of Bank of the West under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

18.3 Default by University. University shall not be in default unless University fails to perform material obligations required of University pursuant to this Lease or the Implementation Agreement within a reasonable time, but in no event later than thirty (30) days after written notice by Bank of the West to University and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Bank of the West in writing, specifying wherein University has failed to perform such obligation; provided, however, that if the nature of University's obligation is such that more than thirty (30) days are required for performance then University shall not be in default if University commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

19. CONDEMNATION. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the building on the Premises, or more than 25% of the land area of the Premises which is not occupied by any building, is taken by condemnation, Bank of the West may, at Bank of the West's option, to be exercised in writing only within ten (10) days after University shall have given Bank of the West written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Bank of the West does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the proportion that the floor area of the building taken bears to the total floor area of the building situated on the Premises. No reduction of Rent shall occur if the only area taken is that which does not have a building located thereon. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of University, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Bank of the West shall be entitled to any award for loss of or damage to Bank of the West's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, University shall to the extent of severance damages received by University in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Bank of the West has been reimbursed therefor by the condemning authority. Bank of the West shall pay any amount in excess of such severance damages required to complete such repair. Condemnation of the Premises shall not be grounds for termination of the Implementation Agreement, which shall survive such condemnation.

20. BROKER'S FEE. Bank of the West represents and warrants to University that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this lease and shall indemnify and hold harmless University against any loss, cost, liability or expense incurred by University as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Bank of the West. The provisions of this Section shall not apply to brokers with whom University has an express written brokerage agreement.

21. ESTOPPEL CERTIFICATE.

(a) Bank of the West shall at any time upon not less than ten (10) business days' prior written notice from University execute, acknowledge and deliver to University a statement written on University's estoppel certificate form (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Bank of the West's knowledge, any uncured defaults on the part of University hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) At University's option, Bank of the West's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Bank of the West (i) that this Lease is in full force and effect, without modification except as may be represented by University, (ii) that there are no uncured defaults in University's performance, and (iii) that not more than one (1) month's Rent has been paid in advance, or such failure may be considered by University as a default by Bank of the West under this Lease.

(c) If University desires to finance, refinance, or sell the Premises, or any part thereof, Bank of the West hereby agrees to deliver to any lender or purchaser designated by University such financial statements of Bank of the West as may be reasonably required by such lender or purchaser. All such financial statements shall be received by University and such lender or purchaser in confidence and shall be used only for the purposes herein set forth. To the extent publicly available on Bank of the West's website or on the FDIC website, Bank of the West shall not be required to deliver the financial statements to University as required above.

22. SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. INTEREST ON PAST-DUE OBLIGATIONS. Except as expressly herein provided, any amount due to University not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Bank of the West under this Lease, provided, however, that interest shall not be payable on late charges incurred by Bank of the West nor on any amounts upon which late charges are paid by Bank of the West.

24. TIME OF ESSENCE. Time is of the essence.

25. ADDITIONAL RENT. Any monetary obligations of Bank of the West to University under the terms of this Lease shall be deemed to be Rent.

26. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease and the Implementation Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Bank of the West hereby acknowledges that neither the University or any employees or agents of the University have made any oral or written warranties or representations to Bank of the West relative to the condition or use by Bank of the West of said Premises and Bank of the West acknowledges that Bank of the West assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the terms of the Lease except as otherwise specifically stated in this Lease.

27. WAIVERS. No waiver by University or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Bank of the West of the same or any other provision. University's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of University's consent to or approval of any subsequent act by Bank of the West. The acceptance of Rent hereunder by University shall not be a waiver of any preceding breach by Bank of the West of any provision hereof, other than the failure of Bank of the West to pay the particular Rent

so accepted, regardless of University's knowledge of such preceding breach at the time of acceptance of such Rent.

28. HOLDING OVER. If Bank of the West remains in possession of the Premises or any part thereof after the expiration of the Lease Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Bank of the West.

29. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. COVENANTS AND CONDITIONS. Each provision of this Lease performable by Bank of the West shall be deemed both a covenant and a condition.

31. BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Bank of the West and subject to the provisions of Section 21, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State wherein the Premises are located.

32. SUBORDINATION.

(a) This Lease, at University's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Bank of the West's right to quiet possession of the Premises shall not be disturbed if Bank of the West is not in default and so long as Bank of the West shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Bank of the West, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease, or the date of recording thereof.

(b) Bank of the West agrees to execute any documents reasonably required to effectuate an attornment, a subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Bank of the West's failure to execute such documents within fifteen (15) business days after written demand shall constitute a material default by Bank of the West hereunder.

33. ATTORNEYS' FEES. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

34. UNIVERSITY'S ACCESS. University and University's agents shall have the right to enter the Premises at reasonable times upon at least twenty-four (24) hours prior notice for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as University may deem necessary or desirable. University may at any time place on or about the Premises any ordinary "For Sale" signs and University may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of Rent or liability to Bank of the West.

35. EQUITABLE ADJUSTMENT. For the purpose (and only the purpose) of calculating any equitable Rent adjustments under this Lease, the Rent for the Premises location shall be deemed to be \$50,000 (Fifty Thousand Dollars) per year.

36. MERGER. The voluntary or other surrender of this Lease by Bank of the West, or a mutual cancellation thereof, or a termination by University, shall not work a merger, and shall, at the option of University, terminate all or any existing subtenancies or may, at the option of University, operate as an assignment to University of any or all of such subtenancies.

37. QUIET POSSESSION. Upon Bank of the West paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Bank of the West's part to be observed and performed hereunder, Bank of the West shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of University represent and warrant to Bank of the West that they are fully authorized and legally capable of executing this Lease on behalf of University and that such execution is binding upon all parties holding an ownership interest in the Premises.

38. MULTIPLE TENANT BUILDING. Bank of the West agrees that it will abide by, keep and observe all reasonable rules and regulations, as designated in Exhibit G which University may make from time to time for the management, safety, care, and cleanliness of the building and ground, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the building. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Bank of the West. Bank of the West shall not use nor permit the use of the Premises in any manner that will tend to create a nuisance or disturb other tenants of the Building.

39. SECURITY MEASURES. In order to secure property located at the Premises, Bank of the West will cooperate with University to provide Premises security, theft protection, and emergency procedures in case of fire or other casualty. Bank of the West will create and maintain a Premises security plan reasonably acceptable to University. University shall provide Bank of the West's personnel with the security clearances, keys and badges necessary for such person to operate the Premises. Bank of the West acknowledges that the Rent does not include the cost of private guard service or security measures and that University shall have no obligation whatsoever to provide private security services. Bank of the West shall have the right to provide supplementary security for the Premises including, but not limited to, hiring its own security guards, installing additional security devices and establishing its own security policies and procedures. Bank of the West assumes all responsibility for the protection of Bank of the West, its agents and invitees from acts of third parties, including without limitation students of the University. Bank of the West shall fully comply with the University of California Police Department's alarm and video/camera policies, including without limitation any requirement to pay fees or fines associated with police calls generated from false alarms.

40. EASEMENTS. University reserves to itself the right, from time to time, to grant such easements, rights and dedications that University deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of the Premises by Bank of the West. Bank of the West shall sign any of the aforementioned documents upon request of University and failure to do so shall constitute a material breach of this Lease.

41. PERFORMANCE UNDER PROTEST. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum of any part thereof, said party shall be entitled to

recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

42. AUTHORITY. If Bank of the West is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Bank of the West is a corporation, trust or partnership, Bank of the West shall, within thirty (30) days after execution of this Lease, deliver to University evidence of such authority satisfactory to University.

43. CONFLICT. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

44. EMISSIONS; STORAGE, USE AND DISPOSAL OF MATTER.

44.1 Definitions. For purposes of this Section, the following terms shall be defined as set forth herein:

(a) The term "Hazardous Material" shall mean include, but shall not be limited to (i) any material, substance or waste which is or hereafter shall be listed, regulated or defined by Applicable Law to be hazardous, acutely hazardous, extremely hazardous, radioactive toxic, or dangerous; (ii) asbestos or asbestos-containing materials; (iii) polychlorinated biphenyls (PCBs); (iv) radon gas; (v) laboratory wastes; (vi) experimental products, including genetically engineered microbes; (vii) petroleum, natural gas, or other petroleum product; and (viii) medical waste as defined in the Medical Waste Management Act, div. 20, chap. 6.1 of the California Health and Safety Code.

(b) The term "Applicable Law" shall include federal, state and local statutes, regulations, rules, ordinances, and all other governmental requirements.

44.2 Compliance and Response. During the term of this Lease:

(a) Bank of the West shall comply with Applicable Law in all respects, including, but not limited to, (i) acquisition of and compliance with all permits, licenses, orders, requirements, approvals, plans and authorizations which are or may become necessary for conduct of Bank of the West's operations on the Premises; (ii) compliance with all regulatory requirements relating to such operations or the substances and equipment used therein or the emissions, emanations and wastes generated thereby; and (iii) reporting, investigation, and remediation of, or other response to the exposure or potential exposure, of any person to, or the emission, discharge or other release of any Hazardous Material into the Premises or the environment.

(b) Bank of the West shall promptly respond to and remedy (by removal and proper disposal or such other methods as shall be reasonably required) to the satisfaction of applicable governmental agencies any release or discharge of any Hazardous Material connected with Bank of the West's operation or Bank of the West's presence on the Premises. All such action shall be done in Bank of the West's name, and at Bank of the West's sole cost and expense. For purposes of this Section (b), the term "respond" shall include, but not be limited to, the investigation of environmental conditions, the preparation of feasibility reports or remedial plans, and the performance of any cleanup, remediation, containment, maintenance, monitoring or restoration work. Any such actions shall be performed in a good, safe, workmanlike manner and shall minimize any impact on the businesses or operations conducted at the Premises. In its discretion, University may, but shall not be required to, enter the Premises personally or through its agents, consultants or contractors and perform all or any part of the response activity or remedial action which it feels is reasonably necessary to comply with the terms of this Lease, and shall be reimbursed for its costs thereof and for any liabilities resulting therefrom.

(c) Bank of the West will promptly notify University of Bank of the West's receipt of any notice, request, demand, inquiry or order, whether oral or written, from any government agency or any other individual or entity relating in any way to the presence or possible presence of any Hazardous Material on, in, under or near the Premises or the Bank of the West's compliance with, or failure to comply with, Applicable Law. Receipt of such notice shall not be deemed to create any obligation on the part of University to defend or otherwise respond to any such notification.

(d) Promptly upon discovery thereof, Bank of the West will notify University of the discovery of any release, discharge, or emission of any Hazardous Material or of the existence of any other condition or occurrence which may constitute or pose a significant presence or potential hazard to human health and safety or to the environment, whether or not such event or discovery necessitates any report to any other person or government agency.

44.3 Other Emissions. Bank of the West shall not:

(a) Permit any vehicle on the Premises to emit exhaust which is in violation of any Applicable Law;

(b) Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property adjacent to the Premises, or which will create a nuisance or violate any Applicable Law;

(c) Transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises, or anywhere else, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Premises or anywhere else;

(d) Create, or permit to be created, any ground or Building vibration that is discernible outside the Premises; and

(e) Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside the Premises.

44.4 Indemnification. Bank of the West shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to University), indemnify and hold harmless University from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs (including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any Hazardous Material on the Premises or Bank of the West's alleged violation of Applicable Law). This obligation shall not apply, if and to the extent that (a) such claims, damages, expenses, encumbrances, fees, fines, penalties, or costs arose solely out of conditions existing on the Premises prior to the commencement of Bank of the West's first possession of the Premises or conditions created on the Premises after Bank of the West has quit the Premises; and (b) Bank of the West did not violate any Applicable Law or act negligently with respect to, or otherwise contribute to, the condition or the hazard posed by the condition. Notwithstanding anything in this Lease to the

contrary, the liability of Bank of the West, and any indemnities provided by Bank of the West, shall not extend to Hazardous Materials (1) that existed in the Premises, Building and/or the land on which the Building is situated, or (2) that were not placed on the Premises, in the Building or on the land upon which the Building is situated by Bank of the West, or by any of Bank of the West's agents, contractors and employees. In addition, University shall not include in Direct Expenses, or pass on to Bank of the West directly or indirectly, the cost incurred by University in monitoring, reporting, testing, abating and/or removing Hazardous Materials that were contained in the Premises, in the Building and/or the land upon which the Building is situated at the time that the Lease was executed.

44.5 Survival. The duties set forth in this Section shall survive the termination of this Lease.

44.6 Disposal of Other Matter.

(a) Refuse Disposal. Bank of the West shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove and dispose of the same from the Premises. Bank of the West shall keep all incinerators, containers or other equipment used for storage or disposal of such matter in a clean and sanitary condition, and shall promptly dispose of all other waste.

(b) Sewage Disposal. Bank of the West shall properly dispose of all sanitary sewage and shall not use the sewage disposal system (i) for the disposal of anything except sanitary sewage, or (ii) in excess of the lesser of the amount allowed by the sewage treatment works, or permitted by any governmental entity. Bank of the West shall keep the sewage disposal system free of all obstructions and in good operating condition.

45. EQUAL OPPORTUNITY CLAUSE. Landlord (to the extent applicable) and Tenant, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Landlord and Tenant shall also comply with any applicable requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

46. OFAC LIST. Landlord represents that each of Landlord and its principals, managers, members, officers, directors, partners and shareholders is not identified on the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the Office of Foreign Assets Control pursuant to any authorizing United States law, regulation or Executive Order of the President of the United States (“OFAC List”) nor is Landlord or its principals, officers, directors, managers, members, partners and shareholders subject to trade embargo or economic sanctions pursuant to any authorizing United States law, regulation or Executive Order of the President of the United States. Tenant represents that each of Tenant and its principals, managers, members, officers, directors, partners and shareholders is not identified on the OFAC List nor is Tenant or its principals, officers, directors, managers, members, partners and shareholders subject to trade embargo or economic sanctions pursuant to any authorizing United States law, regulation or Executive Order of the President of the United States.

47. TENANT’S CONTINGENCY. Tenant may terminate this Lease if, within one hundred twenty (120) calendar days after the full execution of this Lease, Tenant has not obtained from all appropriate governmental and regulatory entities (including the FDIC and the Office of the Controller) all discretionary permits and discretionary approvals which are necessary to for Tenant to operate a bank on the Premises. Upon the full execution of this Lease, Tenant shall immediately and diligently begin processing such discretionary permits and discretionary approvals and shall use reasonable efforts to obtain such discretionary permits and discretionary approvals at the earliest possible date. Landlord shall reasonably cooperate, at no cost to Landlord and at Tenant’s sole cost and expense, with Tenant’s efforts to obtain such permits and approvals.

48. ABANDONMENT. In the event Bank of the West vacates or abandons the Premises but is otherwise in compliance with all the terms, covenants and conditions of this Lease, University shall (i) have the right to enter into the Premises in order to show the space to prospective tenants, and (ii) have the right, but not the obligation, to terminate this Lease and recapture the Premises.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

UNIVERSITY

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Date:

Its: _____

Place:

BANK OF THE WEST

By: _____

Date:

Its: _____

Place:

By: _____

Date:

Its: _____

Place:

EXHIBIT A

DESCRIPTION OF THE PREMISES

Retail 2C – Room 138 approximately – 989 square feet. See attached diagram.

EXHIBIT B

CONDITION OF THE PREMISES

989 square feet, finished space, newly remodeled construction, three walls, concrete floor, data outlets, electrical outlets per code, and one gated door.

EXHIBIT C

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

EXHIBIT D
LEED REQUIREMENTS

EXHIBIT E

SIGN LOCATIONS

At a minimum, prominent branch signage will be permitted in the interior of the Student Union building that is visible from the exterior of the building. The University and Bank of the West have a mutual interest in publicizing the location of the branch within the Student Union and shall cooperate in good faith to make the branch location visible to students, the University community, and the public.

EXHIBIT F
WORK REQUIREMENTS

1. Definitions. The terms used in this Exhibit F shall have the meanings as defined in the Lease.

2. Improvements. Tenant shall construct all Bank of the West Improvements in accordance with the Plans and Specifications and the conditions of any applicable governmental approval. Bank of the West Improvements must satisfy the State Building Code and Federal Americans with Disabilities Act applicable to the Premises.

3. Construction Plans, Landlord Review, Estimated Costs, Changes and Delay
 - (a) Tenant, for Landlord's approval, which approval shall not be unreasonably withheld, shall provide the complete and detailed proposed Plans and Specifications for the Premises the design of which shall conform to Tenant's approved program for use of the Premises.

 - (b) Landlord shall provide Tenant with written notice of its approval or disapproval of the Plans and Specifications within ten (10) business days after receipt of such Plans and Specifications from Tenant. If Landlord disapproves the Plans and Specifications, Landlord shall notify Tenant thereof within the ten (10) business day period of any matters as to which the Plans and Specifications fail to conform to Landlord's construction requirements or otherwise fail to meet with Landlord's reasonable approval.

 - (c) Construction shall commence in accordance with paragraph 7.4 of the Lease.

 - (d) During construction Landlord and Tenant's Representative (as defined below) shall confer periodically regarding the progress of the Work. Landlord's Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to Tenant, but no such change shall be made without the approval of Tenant, which approval shall not be unreasonably withheld. Tenant shall approve or deny each Landlord change order within two (2) business days, by written notice to Landlord's designated representative, Teri Mathers, or such other person substituted for Teri Mathers ("Landlord's Representative").

(e) If Landlord requests that Tenant clarify or refine the Plans and Specifications, then Tenant's Representative shall meet with Landlord for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after Tenant's receipt of Landlord's request therefor. No such clarification or refinement shall be deemed to be a change order.

(f) If Landlord determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then Tenant shall, at Tenant's cost, prepare and submit to Landlord revised Plans and Specifications correcting any such omission or error. Landlord shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.

Landlord shall not be responsible for any delays in the time for completion of construction.

4. Approval of Plans by Public Authorities. Tenant shall obtain approval of the Plans and Specifications for the Premises from all appropriate government agencies, and a copy of the Plans and Specifications, as approved, shall be dated and initialed by both Landlord and Tenant. Tenant shall exercise due diligence in obtaining any such approval.

5. Quality of Work. All Work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Bank of the West Improvements shall be new unless otherwise specified in the Plans and Specifications.

6. Landlord's Access During Construction. Landlord at all times shall have access to the Premises during the construction of the Bank of the West Improvements. Tenant shall provide to Landlord, at the earliest practicable time but in no event later than () days prior to the date of Substantial Completion, Tenant's best estimate of the date of Substantial Completion.

8. Notice of Non-Responsibility. Landlord may post such notices of non-responsibility as it reasonably deems appropriate in the Premises during the construction provided for herein.

10. Responsibility for Damage. If Tenant installs equipment in the Premises prior to completion of the Work hereunder, Tenant shall bear the risk of loss to such equipment other than as a result of negligence or willful misconduct by Landlord, its agent or contractors.

EXHIBIT G

LANDLORD'S RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the building.

2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by Tenant, and Landlord shall not in any case be responsible therefor.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord.

4. Directories will be placed by Landlord, at its own expense, in conspicuous places in the building. No other directories shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not do, or permit anything to be done in or about the building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.

6. Landlord shall have the power to prescribe the weight and position of iron safes or other heavy equipment, which shall in all cases, to distribute weight, stand on plank strips at least two inches thick. Any damage to the building caused by installation or removal of Tenant's property, or done by Tenant's property while in the building, shall be repaired at the expense of Tenant.

7. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building, and the moving shall be done under the supervision of the building manager,

after written permit from Landlord. Persons employed to move such property shall be approved by Landlord.

8. Corridor doors, when not in use, shall be kept closed.

9. No furniture, packages, or bulky material of any kind will be received in the building or carried up or down stairs or in the elevators, except in the manner and at the times specified by Landlord.

10. Each tenant shall cooperate with Landlord's employees in keeping leased premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning.

11. To insure orderly operation of the building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any leased premises, except by persons appointed or approved in writing by Landlord.

12. Should Tenant require telegraphic, telephonic, annunciator or other communications service, Landlord will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct. Electric current shall not be used for power or heating without Landlord's prior written permission.

13. Landlord shall, at reasonable hours, have the right to enter premises leased to Tenant, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to prospective tenants.

14. Tenant shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.

15. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building.

16. No machinery of any kind shall be operated on leased premises without the prior written consent of Landlord, nor shall Tenant use or keep in the building any inflammable or explosive fluid or substance.

17. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees.

18. Zero Waste Goal: Tenant shall provide and utilize only recyclable paper bags, 100% recycled durable plastic or cloth reusable bags that are approved by ASUC Auxiliary (ASUC) and Campus Recycling and Refuse Services (CRRS), and cardboard boxes. Tenant shall not fill the bags or boxes with marketing flyers or advertisements. Tenant will not sell, provide, or utilize any single use or disposable plastic bags or items made of Styrofoam.

Tenant should carry and have for purchase to the maximum extent possible reusable, refillable, recycled, recyclable, repairable, rechargeable, and compostable merchandise. Merchandise should include but not limited to paper products, notebooks, readers, binders, clothing, office products, electronics, mugs, bpi certified compostable items, and compostable liner bags throughout all locations operated or controlled by Tenant. Quarterly, ASUC, CRRS, and Tenant will research, review, and identify merchandising to meet this goal.

Tenant shall be responsible to promote, market, train, provide signage, and educate their staff, patrons, and campus community with respect to reducing waste, reuse, refills, recycling, composting and the campus zero waste by 2020 goals in all areas under the control of the Tenant. Tenant shall provide incentive and promotional programs, such as discounts for the use of reusable bags or mugs, take back programs for products sold (i.e. used batteries and electronics), discounted refillable pens, pen refills, and for other similar products. Tenant shall provide monthly publicity events to educate and encourage patrons and campus community with respect to waste reduction, recycling, composting, and zero waste practices.

Tenant shall ensure full use, training, and participation with the waste reduction, compost, and recycling services provided by CRRS for all areas under the control of Tenant, including, but not limited to, all sales and merchandise areas, warehouse, storage rooms, break areas, and offices. Annually, ASUC, CRRS and Tenant shall measure the usage of landfill, waste reduction, reuse, repair, compost, recycling services throughout all locations operated by the Tenant in accordance with the diversion reports and develop Tenant action plans in order to meet the campus zero waste goals by 2020. To the extent that the following items are under the control of Tenant, Tenant shall donate and keep records of all items donated. Tenant shall be Green Business Certified with Alameda County (<http://www.greenbusinessca.org/>).

Exhibit L

ATM TERMS

1. ATM Locations
 - a. Exclusivity. No new ATMs will be permitted on the Campus during the term of the agreement except those operated by Bank of the West. Any existing non-Bank of the West ATMs will be phased out upon expiration of applicable leases and agreements.
 - b. Number of ATMs. Bank of the West shall operate seven (7) ATMs on the Campus, inclusive of not more than four (4) ATMs located within the Student Union. The Student Union ATM(s) shall be located on the first floor of the MLK building as depicted in Exhibit _____. Another ATM shall be located in the Haas School of Business at location depicted in Exhibit _____.
 - c. Specific locations. Locations shall be proposed by Bank of the West and are subject to the University's approval, which approval may be withheld in the sole discretion of the University.
2. Installation Costs. Bank of the West shall pay all costs associated with the installation of the ATM(s), inclusive of all internal recharges by the University for design, construction and inspection services. The amount of such recharges shall be calculated at the same rate as recharges paid interdepartmentally within the Campus, without mark-up. Waiver of such recharges for one location shall not operate as a waiver of the general obligation to pay such recharges.
3. Operating Costs. Bank of the West shall pay all operating costs associated with operation of the ATMs, except that University shall provide unmetered electrical service to each ATM.
4. Rent. Rent for up to seven (7) separate ATM locations is included in the payments to be made pursuant to the Implementation Agreement, regardless of the specific number of ATMs placed in each such location. Rent for additional locations shall be negotiated separately from the Implementation Agreement.
5. Directional Signage Indicating ATM Locations.
 - a. When University updates directional signage and on-campus maps according to University's regular schedule for such updates, University shall show the location of the ATMs on signage and maps, at the University's expense. In the event that Bank of the West requests accelerated updating of directional signage and on-campus maps, University shall update (at Bank of the West's cost and expense) directional signage and on-campus maps as reasonably possible to show the locations of the ATMs. The location of all updated directional signage showing ATM locations shall be determined in consultation with Bank of the West.
 - b. Bank of the West shall have the right to adorn the wall within which ATM(s) reside for marketing and branding purposes. The specific design of such adornment is subject to the approval of the University, and may vary depending upon the characteristics of the specific location. The goals of such adornment shall be to call attention to the location of the ATM and to emphasize the status of Bank of the West as University's official consumer bank.
6. Equipment Requirements.

- a. All equipment must be new when installed and be UL approved.
 - b. All equipment must be designed and operated in accordance with State and Federal law, including without limitation all requirements for access by the disabled.
 - c. The cleanliness of all equipment must be maintained to the highest industry standard.
7. Construction Activity. All construction and design activity related to ATM installation and removal must be performed by licensed contractors and in accordance with all of the requirements for Tenant Improvement work set forth in the Lease pertaining to work in the Student Union.
 8. Hazardous Materials. Any use of disposal of Hazardous Materials shall be in accordance with the provisions set forth in the Lease.
 9. Relocation. University may require the relocation of any ATM installed in any location, at the expense of the University.
 10. Use of University Trademarks. Any use of University trademarks in connection with the operation of the ATMs shall conform to the terms of the Implementation Agreement.
 11. Taxes. Bank of the West shall be responsible for payment of all assessed taxes, including without limitation possessory interest taxes, assessed as a result of operation of the ATMs.
 12. Cash. All cash transported to and stored within the ATMs shall be the property of Bank of the West, and Bank of the West shall have sole responsibility for the handling of cash. Bank of the West shall bear all risk associated with loss or destruction of such cash.
 13. Campus Alarm Policy. UCPD will provide police response to all alarms. Bank of the West will be responsible for any fees incurred due to false alarms. The current schedule for false alarm activation is:
 - a. Six-month false alarm cycles (July 1st – December 31st; January 1st – June 30th)
 - b. First two false alarms in each cycle are exempt from incurring fines
 - c. The third false alarm in each cycle incurs a \$75 fine
 - d. The fourth false alarm in each cycle incurs a \$100 fine
 - e. The fifth and additional false alarms in each cycle incur \$125 fine each

Further details on the campus alarm policy can be found at:
<http://police.berkeley.edu/programsandservices/CAP/index.html>

Exhibit M

ATM Locations

ASUC Student Union:



Haas School of Business:

Haas School of Business Building Floor Plans

