

8156

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made as of October ____, 2016, between **Central Washington University** ("Landlord") and **U.S. Bank National Association**, a national banking association ("Tenant").

- A. Pursuant to the Lease Agreement dated as of April 2007, First Amendment to Lease Agreement dated March 31, 2012, and Amendment to the Retail Banking Lease Agreement dated August 19, 2014 (collectively the "Lease"), Landlord leased to Tenant approximately 848 square feet of space in a building located in the Student Union and Recreation Center at Central Washington University, Ellensburg, Washington, as more particularly described in the Lease (the "Premises").
- B. Landlord and Tenant desire to amend the Lease to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Lease shall be extended for a period of five (5) years commencing on August 27, 2017, and expiring on August 26, 2022 (the "Extended Term"). Tenant shall also have two (2) options to extend the Term of the Lease for two (2) years each (2022-2024, and 2024-2026, each an "Option Term"), upon the mutual agreement of both parties.
2. **Rent.** During the Extended Term, and any Option Term, Tenant shall pay annual Base Rent of Ninety Thousand Dollars (\$90,000.00), in equal monthly payments of Seven Thousand Five Hundred Dollars (\$7,500.00). Effective as of August 27, 2017, Base Rent shall no longer be determined by participation or an active account range.
3. **Termination.** Lessee may terminate the Lease at any time with 90 days' notice to Lessor without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Lease, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.
4. **Confidentiality.** Landlord acknowledges that Tenant is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. Tenant agrees to take

reasonable measures to protect its confidential and proprietary information, including but not limited to Tenant's customer, commercial or technical information (collectively, "Confidential Information"). In certain situations set forth in this Lease, Landlord may have access to the Premises and, therefore, to Tenant's Confidential Information. Landlord hereby agrees that it shall not reproduce or disclose any of Tenant's Confidential Information to any third party nor may it remove any such Confidential Information from the Premises. Notwithstanding anything to the contrary in this Lease, upon expiration of this Lease, if any Confidential Information remains on the Premises, Landlord shall either return the same to Tenant or destroy it. If Landlord or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Tenant or such third parties entrusting Confidential Information to Tenant. Therefore, Tenant's remedies at law may be inadequate and Tenant shall be entitled to seek an injunction to restrain any continuing breach. If Landlord or any of its agents knows or reasonably believes that any Confidential Information in Landlord's control has been stolen, disclosed, lost, or is unaccounted for (collectively, a "Disclosure"), Landlord must immediately notify Tenant and take commercially reasonable measures to assist Tenant in determining the extent of the Disclosure.

5. **Notices.** Any notice to Tenant under this Lease must be in writing and must be hand-delivered, sent by prepaid certified mail or by reputable overnight courier addressed to the following, all other notice requests shall remain as stated herein:

To Tenant: U.S. Bank National Association
ISOS Banking
602 Madison Avenue
Covington, KY 41011

With a copy to: U.S. Bank National Association
Attn: Corporate Real Estate Counsel
800 Nicollet Mall, BC-MN-H21R
Minneapolis, MN 55402

6. **Authority.** Landlord and Tenant each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
7. **No Existing Defaults.** Landlord and Tenant represent and warrant that there are currently no defaults by either party under the Lease.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.

9. **Ratification.** All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.
10. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Lease.

WHEREFORE, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD:

Central Washington University

By: Keith M. Champagne
Print Name: Keith M. Champagne
Title: ASSOCIATE DEAN

11/21/16

TENANT:

U.S. Bank National Association

By: Amy C. Hurd
Print Name: Amy C. Hurd
Title: EVP, In-Store/On-Site Division

By: Neil Davis
Print Name: NEIL DAVIS
Title: CORP. COUNSEL - N.D.