

**AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 10th day of December, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and THE COLLEGE OF SAINT ROSE, having its principal place of business at 432 Western Avenue, Albany, New York ("CSR") for themselves, and their respective successors and assigns.

WHEREAS, CSR and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of CSR; and

WHEREAS, CSR and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, CSR and MBNA America agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means a member of CSR and/or other potential participants mutually agreed to by CSR and MBNA America.

(i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(j) "Royalties" means the compensation set forth in Schedule B.

(k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by CSR during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF CSR

(a) CSR agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, CSR may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by CSR of said financial institution or the advertised Financial Service Product.

(b) CSR agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program. MBNA America will reimburse CSR for reasonable out-of-pocket expenses required to be incurred by CSR as a direct result of CSR complying with any of MBNA America's requests expressly made pursuant to this Section 2(b).

(c) CSR authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

(d) CSR shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain CSR's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, CSR shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by CSR or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due CSR. The initial Mailing List shall contain at least eleven thousand (11,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) CSR shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval,

except for current advertising and solicitation materials provided by MBNA America to CSR. Notwithstanding the above, CSR may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to CSR. Any correspondence received by CSR that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) CSR hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits CSR from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of CSR.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of CSR.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of CSR. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by CSR.

4. REPRESENTATIONS AND WARRANTIES

(a) CSR and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (i) It is duly organized, validly existing and in good standing.
- (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) CSR represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. CSR will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to CSR. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide CSR with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and CSR shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or CSR, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or CSR becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or

makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by CSR to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, CSR shall not attempt to cause the removal of CSR's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 10(c), and 10(d) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to CSR:

THE COLLEGE OF SAINT ROSE
432 Western Avenue
Albany, NY 12203

ATTENTION: Ms. Mary Murabito
Director of Alumni and Parent Relations

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Division Manager,
Group Administration/Sales

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and CSR are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

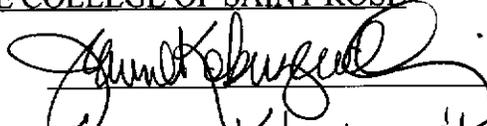
(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than CSR and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

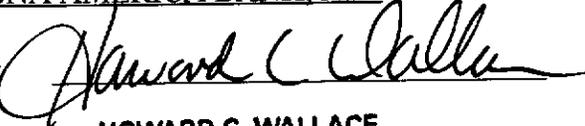
THE COLLEGE OF SAINT ROSE

By: 

Name: Seanne Kobuszewski

Title: Vice President of
Development and Alumni
Relations

MBNA AMERICA BANK, N.A.

By: 

Name: HOWARD C. WALLACE

Title: SENIOR EXECUTIVE
VICE PRESIDENT

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Non-Student Members will be a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay CSR a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.25% (twenty five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Non-Student Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

ATTACHMENT 1

This attachment will serve as a sublicense allowing the trademark and logo of The College of Saint Rose Alumni Association to be used exclusively by MBNA America Bank, N.A. for the purpose as contemplated by the agreement which exists between MBNA America Bank, N.A. and The College of Saint Rose. The agreement will be for a (3) year period beginning June 30, 1997 until June 30, 2000.

Audrey Brown Hughes
Audrey Brown Hughes '53
President
The College of Saint Rose Alumni Association

December 10, 1996
Date

**WORLD POINTS ADDENDUM
TO THE AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 23rd day of APRIL, 2007, by and between The College of Saint Rose (CSR"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, CSR and BANK are parties to an Amended and Restated Affinity Agreement dated as of December 10, 1996, as the same has been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of CSR; and

WHEREAS, CSR and BANK mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of CSR's Program, under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, CSR and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following definitions are hereby added to Section 1 of the Agreement:

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g. **World Points**), as determined by Bank from time to time, in its sole discretion.
3. The parties agree that Reward Credit Card Accounts are now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by BANK, in its sole discretion). BANK may, at its option, offer the Reward Credit Card Accounts to some or all of the persons included on the lists provided by CSR under the Agreement.
4. CSR agrees to not endorse, sponsor, promote, aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than BANK programs). Subject to the foregoing, all of CSR's promises arising from its exclusive arrangement with BANK in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, CSR will receive the Royalties set forth on Attachment #1 for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the Royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through BANK affiliates.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

THE COLLEGE OF SAINT ROSE

FIA CARD SERVICES, N.A.

By: Marcus F. Buckley

By: Sandra Wirt

Name: MFB

Name: SANDRA WIRT

Title: V.P. FINANCE & ADMINISTRATION

Title: SVP

Date: 4/23/07

Date: 5/18/07

Attachment #1

Reward Credit Card Account Royalties

During the term of this Agreement, BANK will pay CSR a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by BANK for any prior overpayment of Royalties by BANK:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

**GIP ADDENDUM TO THE
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 30th day of November, 2008, by and between The College of Saint Rose (CSR"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("BANK"), for themselves and their respective successors and assigns. JW

WHEREAS, CSR and BANK are parties to an Amended and Restated Affinity Agreement dated as of December 10, 1996, as the same has been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of CSR; and

WHEREAS, CSR and BANK mutually desire to amend the Agreement to include the Group Incentive Program (as defined below) as another aspect of CSR's Program, under the Agreement and to otherwise amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, CSR and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 1 of the Agreement is hereby amended by adding the following definitions:

"**Applicable Law**" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"**GIP Account**" means a consumer Credit Card Account opened pursuant to a GIP in which CSR complies with the GIP provisions of the Agreement.

"**Group Incentive Program**" or "GIP" means any marketing or other program whereby CSR conducts and funds solicitation efforts for the Program and the parties mutually agree that such marketing or other program shall constitute a GIP.

"**Reward GIP Account**" means a Reward Account opened pursuant to a GIP in which CSR complies with the GIP provisions of the Agreement.

3. Section 2 of the Agreement is hereby amended by adding the following as a new subsection (h):

"(h) CSR will permit Bank, at no cost to Bank, to advertise the Program on CSR's home page and at other prominent locations within the internet site(s) of CSR. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle CSR to the GIP compensation set forth in Schedule B, subject to the other terms and

conditions of this Agreement. CSR will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, CSR will provide Bank with the ability to access any and all pages within the CSR internet site(s), including without limitation any "members only" or other restricted access pages."

4. Section 5 of the Agreement is hereby amended by adding the following as a new subsection (c):

"(c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify CSR in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after CSR's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to CSR, upon ninety (90) days advance written notice."

5. Section 10 of the Agreement is hereby amended by adding the following as a new subsection (e):

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify CSR in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after CSR's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to CSR, upon ninety (90) days advance written notice."

6. The Agreement is hereby amended by adding the following as a new Section 12:

"12. GROUP INCENTIVE PROGRAM

(a) CSR will design all advertising, solicitation and promotional material with regard to any GIP. CSR will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts and/or Business Credit Card Accounts generated from such efforts will entitle CSR to the Royalty for GIP specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs will be coded by CSR as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.

(c) Bank will have the right of prior approval of all advertising and solicitation materials for use by CSR pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. CSR will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.

(d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of CSR pursuant to any GIP will be promptly reimbursed by CSR upon demand.

(e) CSR will make all reasonably requested changes to materials to obtain Bank's consent and CSR will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP. This Section 12(e) shall survive termination of the Agreement."

7. Schedule B, Section A of the Agreement is hereby amended by adding the following as a new subsection 4:

"4. \$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty."

8. Attachment #1 of the World Points Addendum to the Amended and Restated Affinity Agreement dated as of April 23, 2007 is hereby amended by adding the following as a new paragraph D:

"D. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty."

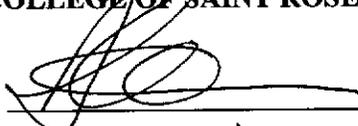
9. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

THE COLLEGE OF SAINT ROSE

FIA CARD SERVICES, N.A.

By: 

By: Sandra Wirt

Name: Daniel Lance

Name: SANDRA WIRT

Title: Treasurer

Title: SVP

Date: 11/18/08

Date: 12/5/08

ASSIGNMENT AGREEMENT

This Agreement is entered into as of this 1st day of July, 2010 (the "Effective Date") by and between The College of Saint Rose, ("**Assignor**") and The College of Saint Rose Alumni Association ("**Assignee**") for themselves, and their respective successors and assigns.

WHEREAS, the Assignor is a party to that certain Amended and Restated Affinity Agreement between the Assignor and FIA Card Services, N.A. ("**Bank**") entered into as of December 10, 1996 (the "**Affinity Agreement**");

WHEREAS, Assignor and Assignee are affiliates;

WHEREAS, the Assignee desires to enjoy the benefits of the Affinity Agreement and will perform the duties of the Assignor under the Affinity Agreement;

NOW THEREFORE in consideration of the foregoing, the Assignor and Assignee intending to be legally bound hereby, agree as follows:

1. Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Affinity Agreement.
2. Assignee hereby (a) accepts such assignment; (b) assumes from Assignor and agrees to observe all of the covenants of the Assignor, and (c) perform, as a direct and primary obligation of Assignee, all of the obligations and liabilities of the Assignor under the Affinity Agreement.
3. Notwithstanding the provisions of the Affinity Agreement to the contrary, Bank hereby consents to such assignment and assumption. Bank's consent to this assignment and assumption will not be deemed to constitute a waiver of any restriction in the Affinity Agreement regarding any other or further assignments.
4. This Agreement cannot be amended except by written agreement signed by the authorized agents of the Assignee and Bank.
5. If any part of this Agreement will for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein.
6. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein.
7. Neither party will be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by

strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will be deemed for all purposes to be made and fully performed in Delaware.

The College of Saint Rose

By: Marcus F. Buckley
Name: Marcus F. Buckley
Title: Vice President for Finance and Admin.
Date: 10/26/10

The College of Saint Rose Alumni Association

By: Denise M. DiNoto
Name: Denise M. DiNoto
Title: President, The College of St. Rose Alumni Association Board
Date: 10/29/10

ACCEPTED AND AGREED:

FIA Card Services, N.A.

By: Sandra Wirt
Name: SANDRA WIRT
Title: SVP
Date: 11/24/10

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of July, 2010 (the "Addendum Effective Date") by and between The College of Saint Rose Alumni Association ("TCSRAA"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, TCSRAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of December 10, 1996 as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of TCSRAA; and

WHEREAS, TCSRAA and Bank mutually desire to modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, TCSRAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 1(g) of the Agreement is hereby amended to include:

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of The College of Saint Rose. TCSRAA confirms that prior mailing lists from the College itself did not contain the names of students."

3. Section 1(h) of the Agreement is hereby deleted in its entirety and replaced with a new Section 1(h) as follows:

"(h) Member means a member of TCSRAA (excluding any student members), and/or other potential participants mutually agreed to by TCSRAA and Bank."

4. Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with a new Section 2(c) as follows:

"(c) TCSRAA authorizes Bank to solicit Members of TCSRAA by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. TCSRAA will not provide any marketing or solicitation opportunities for credit cards to students on campus. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from marketing or accepting applications from students under the Program."

5. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to TCSRAA for students with Credit Card Accounts; however, pursuant to the trademark license granted by TCSRAA to Bank pursuant to the Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts including student with Credit Card Accounts during the term or any renewal term of the Agreement.

6. Section 10(c) and 10(d) of the Agreement are hereby deleted in their entireties and replaced with new Section 10(c) and 10(d) as follows:

"(c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the TCSRAA Trademarks for Program marketing

purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the TCSRAA Trademarks or to the Marketing Lists.

- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by TCSRAA or any TCSRAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use TCSRAA Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such ninety (90) day period; and (iii) remove TCSRAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. TCSRAA shall not attempt to cause the removal of TCSRAA Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use TCSRAA Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion."

7. Section 11(f) (1) and (2) of the Agreement is hereby deleted in its entirety and replaced with a new Section 11(f)(1) and (2) as follows:

"(1) If to TSCRAA

The College of Saint Rose
432 Western Avenue
Albany, New York 12203

ATTENTION: Jason Manning
Director of Alumni Relations

With a copy to:

Office of the Vice President
Finance and Administration
432 Western Avenue
Albany, New York 12203

With a telefax of the Notice to

Office of the Vice President
Finance and Administration
Fax#: 518-454-2018

(2) If to FIA:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821”

8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank’s affiliates:

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**THE COLLEGE OF SAINT ROSE
ALUMNI ASSOCIATION**

FIA CARD SERVICES, N.A.

By: Denise M. DiNoto

By: Wayne Goodman

Name: Denise M. DiNoto

Name: Wayne Goodman

Title: President

Title: Senior Vice President

Date: 2/22/11

Date: 3/9/11