

**AFFINITY AGREEMENT
OHIO UNIVERSITY ALUMNI ASSOCIATION**

*M/S 7.10.07
Invt. OUAA
D.J.*

This Agreement is entered into as of this 6th day of July 2007 (the "Effective Date") by and between FIA CARD SERVICES, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and OHIO UNIVERSITY ALUMNI ASSOCIATION, a non-profit organization having its principal place of business in Athens, Ohio ("OUAA"), for themselves, and their respective successors and assigns.

DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A through B.
- (b) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which OUAA complies with the GIP provisions of this Agreement.
- (e) "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (f) "Gold Option GIP Account" means a Gold Option Account opened pursuant to a GIP in which OUAA complies with the GIP provisions of this Agreement.
- (g) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (h) "Gold Reserve GIP Account" means a Gold Reserve Account opened pursuant to a GIP in which OUAA complies with the GIP provisions of this Agreement.
- (i) "Group Incentive Program" or "GIP" means any marketing or other program whereby OUAA conducts and funds solicitation efforts for the Program, and the parties reasonably mutually agree that such marketing or other program shall constitute a GIP.
- (j) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, and travel and

entertainment card program. This definition does not include any such programs for which OUAA has a signed agreement in place as of the Effective Date of this Agreement.

(k) "Mailing List" means an updated and current list and/or magnetic tape (in a format reasonably designated by Bank) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(l) "Member" means a member of OUAA and/or other potential participants mutually agreed to by OUAA and Bank.

(m) "OUAA Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with OUAA.

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

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

(p) "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.

(q) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which OUAA complies with the GIP provisions of the Agreement.

(r) "Royalties" means the compensation set forth in Schedule A.

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

2. RIGHTS AND RESPONSIBILITIES OF OUAA

(a) OUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither OUAA nor any OUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) 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 Bank. Notwithstanding anything else in this Agreement to the contrary, OUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or, as construed by a reasonable observer, implied statement by OUAA of that said financial institution or Financial Service Product is an official partner or Financial Service Product of OUAA.

(b) OUAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(c) OUAA authorizes Bank to solicit Members by mail, direct promotion, internet, and/or advertisements for participation in the Program. Bank agrees to create with OUAA an annual marketing plan for the Program, to include but not limited to, all campaigns, channels, efforts, and volumes of marketing. Bank agrees that telemarketing solicitation for participation in the Program requires written approval by OUAA. Bank agrees that there will be no student targeted marketing unless OUAA has provided specific written approval in advance of such marketing.

(d) OUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due OUAA. In the event such costs exceed Royalties then due OUAA, OUAA shall promptly reimburse Bank for all such costs.

(e) Within thirty (30) days following the request of Bank, OUAA shall provide Bank with the Mailing List free of any charge; provided, however, that OUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that OUAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by OUAA or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due OUAA. OUAA shall provide the first Mailing List, containing at least one hundred fifty thousand (150,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after OUAA's execution of this Agreement.

(f) OUAA shall, and shall cause any OUAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to OUAA. Notwithstanding the above, OUAA 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 Bank to OUAA. Any correspondence received by OUAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the Bank

account executive via overnight courier as soon as reasonably possible, not to exceed five (5) business days. All charges incurred for this service will be paid by Bank.

(g) OUAA hereby grants Bank and its affiliates a limited 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. OUAA shall provide Bank all Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after OUAA's execution of this Agreement. Nothing stated in this Agreement prohibits OUAA 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.

(h) OUAA shall permit Bank to advertise the Program on its home page and at other prominent locations within the internet site(s) of OUAA. Bank may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle OUAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. OUAA shall modify or remove such advertisements at Bank's request as soon as reasonably possible, not to exceed five (5) business days. OUAA shall provide Bank with the ability to access, on a read-only basis, any and all pages within the OUAA internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

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

(b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank 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 OUAA, which approval shall not be unreasonably withheld.

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

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

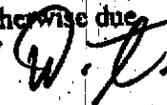
(e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of OUAA. However, Bank 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 Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by OUAA.

(f) Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. OUAA shall have final approval of the premium items to be used by Bank and of the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. Bank shall not be required to pay amounts to any third party (e.g. any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of OUAA or an OUAA Affiliate for such gifts or premiums. OUAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to OUAA's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due

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4. REPRESENTATIONS AND WARRANTIES

(a) OUAA and Bank 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 negotiation, 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) OUAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. As a public institution, OUAA is subject to the laws of the State of Ohio, including without limitation, the Ohio Constitution, Ohio Revised Code Chapter 2743, and Ohio Revised Code Section 3345.40. As such, in lieu of OUAA agreeing that it will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and that it will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program, OUAA agrees that it will be responsible for any such liability, causes of action, claims and costs (except attorneys' fees) in accordance with Ohio law. 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.

ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to ~~OUAA~~ Ohio University Foundation. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form). Except as otherwise provided in Schedule A, 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, Bank will provide OUAA with a statement showing:

(i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the (ii) retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.

(c) Upon the written request of OUAA, but no more frequently than one (1) request in any twelve (12) month period, Bank shall provide OUAA with system reports generated by Bank containing all the information which both (i) formed the basis of Bank's calculation of the Royalties due OUAA since the last request was made or, if no previous request was made hereunder, for the last eight (8) Royalty calculations performed by Bank, and (ii) may be disclosed by Bank without violating any legal rights of any third party or obligation of Bank. Such reports shall be certified by an officer of Bank as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by Bank, at OUAA's expense, if OUAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder. In the event the independent certified public accountant finds that the Royalties have been

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underpaid by more than five percent (5%), the cost of the certification shall be at Bank's expense.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. Bank agrees that during the term of the agreement the Program terms and features shall be consistent with those of similar college and university programs administered by Bank, so long as the Program results are consistent with such similar college and university programs. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

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. Bank and OUAA 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 requested by any governmental regulatory authority.

Bank specifically recognizes that OUAA is a state agency and is subject to the Ohio Public Records Act. If any Information is requested pursuant to a proper public records request and OUAA, in its reasonable discretion, after consultation with Bank, determines that such Information qualifies as a public record, OUAA may disclose such Information. Prior to making such a disclosure, OUAA will provide Bank with reasonable advance written notice of any such disclosure so that Bank may seek a protective order or other appropriate relief.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2014. 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. (Intentionally omitted)

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10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or OUAA, 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 Bank or OUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank 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, Bank may conclude all solicitation that is required by law.

(d) Bank 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 OUAA or any OUAA Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, OUAA shall not attempt to cause the removal of OUAA'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.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then Bank shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, OUAA agrees that neither OUAA nor any OUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, OUAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by OUAA provided the opportunity is not only made available to

such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

(a) Bank shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by OUAA pursuant to any GIP. In that regard, OUAA shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle OUAA to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by OUAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by OUAA pursuant to any GIP. Bank shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of OUAA pursuant to any GIP shall be deducted from any or all Royalty payments due OUAA under this Agreement.

(e) OUAA shall comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

12. (Intentionally omitted)

13. CONFIDENTIALITY STANDARDS

Each party represents and warrants to the other party that it has instituted and will maintain procedures to insure the confidentiality of nonpublic personal information provided to it by the other party. Such procedures shall include: (i) protecting nonpublic personal information from any anticipated threats or hazards to the security or integrity of such information; (ii) protecting against unauthorized access to or use of such information; and (iii) properly disposing of all such information pursuant to documented destruction procedures that are designed to preserve the confidentiality of such information.

14. INDEMNIFICATION/RESPONSIBILITY

Bank will indemnify and hold harmless OUAA, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by Bank, or its directors, officers or employees. As a public institution, OUAA is subject to the laws of the State of Ohio, including without limitation, the Ohio Constitution, Ohio Revised Code Chapter 2743, and Ohio Revised Code Section 3345.40. As such, in lieu of OUAA agreeing that it will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by OUAA, or its directors, officers or employees, OUAA agrees that it will be responsible for any such Losses in accordance with Ohio law. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the triggering of the other party's responsibilities.

15. 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), 10(d), 10(f) 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 OUAA:

Ohio University Alumni Association
52 University Terrace
Athens, Ohio 45701

ATTENTION: Ms. Connie Romine

Fax #: (740) 593-0970

(2) If to Bank:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Card Group Sr. Sales Executive

Fax #: (302) 432-0469

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. Without the prior written consent of Bank, which shall not be unreasonably withheld, OUAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of OUAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

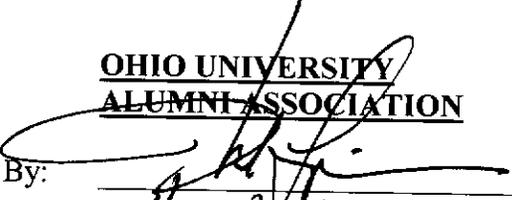
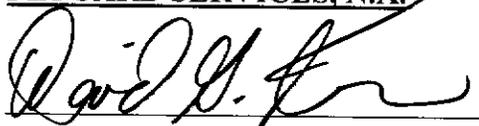
(h) Bank and OUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than OUAA and Bank, 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 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.

(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.

<u>OHIO UNIVERSITY</u> <u>ALUMNI ASSOCIATION</u>	<u>FIA CARD SERVICES, N.A.</u>
By: 	By: 
Name: <u>Howard Lipman</u>	Name: <u>DAVID G. TURNER</u>
Title: <u>Vice President of Univ. Personnel</u>	Title: <u>SVP</u>
Date: <u>4/6/07</u>	Date: <u>8/13/07</u>

SCHEDULE A

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ROYALTY ARRANGEMENT

Ohio University Foundation *D.J.*

During the term of this Agreement, Bank will pay OUAU a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for OUAU employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

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 and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card 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.
2. \$1.00 (one dollar) for each 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 Credit Card Account which: 1) has a balance greater than zero as of the last processing 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. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$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 within the first ninety (90) consecutive days of the Reward Credit Card 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. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.

2. \$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.

3. 0.20% (twenty basis points) 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, bets, lottery tickets, or casino gaming chips)).

C. GIP ACCOUNTS AND REWARD GIP ACCOUNTS

1. \$75.00 (seventy-five 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 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.

2. \$75.00 (seventy-five 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.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon

outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. GOLD OPTION GIP ACCOUNTS AND GOLD RESERVE GIP ACCOUNTS

1. \$25.00 (twenty five dollars) for each Gold Option 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 Gold Option 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 Gold Option GIP Accounts will not qualify for any other opening-of-an-account Royalty.

2. \$25.00 (twenty five dollars) for each Gold Reserve 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 Gold Reserve 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 Gold Reserve GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. ROYALTY ADVANCES

1. Within 45 days after execution of the Affinity Agreement by both OUAA and Bank, Bank shall pay to OUAA the sum of two hundred thousand four dollars

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*MCS 7.11.07
Int. OUAA
W.L.*

MLS 7.10.07
MT. OUAAs for all changes

W.D.

Ohio University Foundation

(~~\$200,004~~), and within 45 days of each annual anniversary of the Effective Date in 2008, 2009, 2010, 2011, 2012, and 2013, Bank shall pay to ~~OUAA~~ the sum of twenty nine thousand one hundred sixty-six dollars (\$29,166) (each, an "Advance"), as advances against future Royalties, subject to the provisions set forth below. In the event the Agreement automatically renews after ~~March 31~~, *June 30* 2014 in accordance with Section 8 of this Agreement, within 45 days of each annual anniversary of the Effective Date beyond ~~March 31~~, *June 30* 2014, Bank shall pay to ~~OUAA~~ the sum of twenty nine thousand one hundred sixty-six dollars (\$29,166) (each, an "Advance"), as advances against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to ~~OUAA~~, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ~~OUAA~~ as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to ~~OUAA~~ hereunder, and ~~OUAA~~ hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

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- (i) the Agreement is terminated prior to the end of the initial term or any subsequent renewal term as stated in this Agreement as of the Effective Date;
- (ii) OUAAs breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement, unless the parties mutually agree that due to extenuating circumstances it is in the best interest of the Program to conduct fewer mailings in a twelve month period;
- (iv) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement. Such major events shall be mutually agreed upon by the parties prior to the commencement of each academic year.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to ~~OUAA~~ in prior years, and pays OUAAs Royalties accrued by ~~OUAA~~ over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

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MLS 7.10.07
Inst. QAAA for all changes

D.C.

H. ROYALTY GUARANTEE

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QAAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than three hundred seventy-five thousand dollars (\$375,000) (the "Guarantee Amount") by ~~March 31, 2014~~; subject to the provisions set forth below. If by ~~March 31, 2014~~, QAAA has not accrued \$375,000 in Royalties, Bank will pay QAAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by QAAA during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1, above.

June 30
Ohio University Foundation

I. ACCOUNT BONUS

June 30
Ohio University Foundation

Within forty-five (45) days of each anniversary of the Effective Date in 2008, 2009, 2010, 2011, 2012, 2013 ("Year(s) 1, 2, 3, 4, 5, and 6", respectively) and on ~~March 31, 2014~~ ("Year 7"), as long as the Agreement is in full force and effect, Bank agrees to pay QAAA eighteen thousand, five hundred seventy one dollars (\$18,571) provided at least the number of new accounts ("Account Goal") are opened within the 12 month period prior to the above specified dates as follows:

Bonus Year	Account Goal
Year 1	2,225
Year 2	2,225
Year 3	2,225
Year 4	2,225
Year 5	1,740
Year 6	1,740
Year 7	1,740

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 23 day of June, 2008 by and between Ohio University Alumni Association ("OUAA"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns. *AS* 6.23.08

WHEREAS, OUAA and Bank are parties to an Affinity Agreement dated as of July 6, 2007, as the same may have 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 OUAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, OUAA 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 I of Schedule A of the Agreement is hereby deleted in its entirety and replaced with the following new Section I:

I. ACCOUNT BONUS

Within forty-five (45) days of each anniversary of the Effective Date in 2008, 2009, 2010, 2011, 2012, 2013 ("Year(s) 1, 2, 3, 4, 5, and 6", respectively) and on June 30, 2014 ("Year 7"), as long as the Agreement is in full force and effect, Bank agrees to pay Ohio University Foundation eighteen thousand, five hundred seventy one dollars (\$18,571) provided at least the number of new accounts ("Account Goal") are opened within the twelve (12) month period prior to the above specified dates as follows:

Bonus Year	Account Goal
Year 1	1,350
Year 2	1,800
Year 3	1,800
Year 4	1,800
Year 5	1,400
Year 6	1,400
Year 7	1,400

3. 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

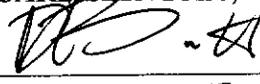
any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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.

OHIO UNIVERSITY ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Margaret Sheskey

By: 

Name: MARGARET SHESKEY

Name: DAVID BOORN

Title: ASST VP

Title: SUP

Date: 5.27.08

Date: 6.23.08

FIA CARD SERVICES®

September 26, 2011

Ms. Connie Romine
Ohio University Alumni Association
52 University Terrace
Athens, Ohio 45701

RE: The Affinity Agreement by and between Ohio University Alumni Association ("OUAA") and FIA Card Services, N.A. ("FIA"), entered into as of July 6, 2007, as the same has been amended (the "Agreement")

Dear Ms. Romine:

It is my understanding that FIA and OUAA both desire to terminate the Agreement. To facilitate this termination we have prepared this letter ("Letter") to be executed by both parties, setting forth the terms upon which FIA and OUAA mutually agree to terminate the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Agreement shall be deemed terminated effective as of September 30, 2011 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement. Subject to the provisions of Section 7 of the Agreement, FIA and OUAA agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution.

Notwithstanding anything to the contrary in the Agreement, FIA and OUAA agree that, as of the date this Letter has been fully executed by both parties, OUAA may solicit proposals for programs offering and/or discuss with any organization other than FIA the providing of any Financial Service Products of any entity other than FIA; provided, however, OUAA shall not, directly or indirectly, prior to the Termination Date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than FIA, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than FIA

The parties agree that the third sentence of Section 10(d) of the Agreement is hereby deleted and replaced with the following:

"Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement, FIA will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from FIA's marketing channels; (ii) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. OUAA shall not attempt to cause the removal of Trademarks from any person's credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and FIA shall

have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

The parties further agree that in view of the early termination of this Agreement on the Termination Date that the Bank will not make any Advance payments under the Agreement that may have been paid to OUAA per the schedule of Advances and conditions described in Section G. 1 of Schedule A, including the Advance payment of twenty nine thousand one hundred sixty-six dollars (\$29, 166) that was scheduled to be made (subject to the applicable conditions) within forty five days of July 6, 2011. Additionally, for the sake of clarity the term Royalty Guarantee amount of three hundred seventy-five thousand dollars (\$375,000) as described in Section H of Schedule A will not be paid by Bank to OUAA. However, Bank agrees to forgive the amount of Advances that have been paid to OUAA prior to the date of this Letter that have not yet been recouped by Bank. Lastly, even if eligible for such in 2011, Bank will not pay to OUAA any Account Bonus described in Section I. of Schedule A of the Agreement. The parties agree that Bank has fully satisfied its obligations regarding payments and compensation to OUAA and that no further payments shall be made or owed to OUAA.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement shall be governed by this Letter. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at 404.607.3139.

Sincerely,

Marc F. Caren
Vice President

ACCEPTED AND AGREED:

OHIO UNIVERSITY ALUMNI ASSOCIATION

BY: 

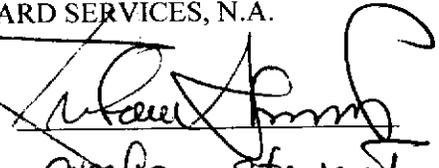
NAME: Kristian Hauven-Scott

TITLE: SVP, Contract COE

DATE: 10/6/11

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: 

NAME: Graham Stewart

TITLE: AVP for Alumni Relations

DATE: 9/28/11