

AGREEMENT

This Agreement is entered into as of this 1 day of March, 1999 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and BROOKLYN COLLEGE ALUMNI ASSOCIATION, an alumni association institution having its principal place of business at 2900 Bedford Avenue, Brooklyn, New York ("BCAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby BCAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which BCAA complies with the GIP provisions of this Agreement.
- (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 alumni of Brooklyn College and/or other potential participants mutually agreed to by BCAA 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, servicemark, trade dress, trade name, or trademark used or acquired by BCAA during the term of this Agreement.
- (l) "BCAA Affiliate" means any entity controlled by or under the common control of BCAA, therefore BCAA chapters.

2. RIGHTS AND RESPONSIBILITIES OF BCAA

(a) BCAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither BCAA nor any BCAA 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 MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) 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 (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 MBNA America. Notwithstanding anything else in this Agreement to the contrary, BCAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by BCAA of said financial institution or the advertised Financial Service Product.

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

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

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

(e) Upon the request of MBNA America, BCAA 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 BCAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due BCAA. BCAA shall provide the initial Mailing List, containing at least eighty seven thousand (87,000) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after BCAA's execution of this Agreement.

(f) BCAA 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 BCAA. Notwithstanding the above, BCAA 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 BCAA. Any correspondence received by BCAA 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 48 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) BCAA 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. BCAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after BCAA's execution of this Agreement. Nothing stated in this Agreement prohibits BCAA 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) Pursuant to 2 (d), 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 BCAA.

(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 BCAA.

(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 BCAA. 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 BCAA.

(f) MBNA America agrees that members who request to be removed from future solicitations will be added to MBNA America's do not market list exactly as requested by the member.

4. REPRESENTATION AND WARRANTIES

(a) BCAA 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) BCAA 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.

5. CROSS INDEMNIFICATION

BCAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, 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 BCAA or MBNA America, respectively as the case may be, or its directors, officers or employees. MBNA America further agrees to indemnify and hold harmless Brooklyn College of the City University of New York its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement. BCAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses 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 that may reasonably result in the indemnification by the other party.

6. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to BCAA. Royalties will not be paid without a completed Schedule C. 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 BCAA 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.

Upon the written request of BCAA, but not more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide BCAA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due BCAA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America 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 MBNA America, at BCAA's expense, if BCAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

7. 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.

8. 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 BCAA 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.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on February 28, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-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.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or BCAA, 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 BCAA becomes insolvent, 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 11 (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 BCAA to the

Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, BCAA shall not attempt to cause the removal of BCAA'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 or the end of the Recoupment Period (as defined below), whichever is later.

(e) Notwithstanding anything else in this Section 11, after termination of the Agreement, MBNA may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA has fully recouped any payments previously made to BCAA which are subject to recoupment under the Agreement, ("Recoupment Period").

(f) 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 either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America 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.

(g) For a one (1) year period following the termination of this Agreement for any reason, BCAA agrees that neither BCAA nor any BCAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, BCAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the BCAA 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 MBNA America, or offered any terms or incentives different from that offered to all Members.

12. 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 5, 7, 11 (c), 11 (d), 11 (e) and 11 (g) 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) six (6) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to BCAA:

BROOKLYN COLLEGE ALUMNI ASSOCIATION
2900 Bedford Avenue
Brookly, New York 11201
ATTENTION: Ms. Marla Hasten Ginsberg, Alumni Director

fax #: 718-951-5962

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
Rodney Square
Wilmington, Delaware 19884
ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

fax #: 302-432-0805

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. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and BCAA 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 BCAA 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.

13. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by BCAA pursuant to any GIP. In that regard, BCAA shall give MBNA America 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 BCAA to the Royalty 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 shall be coded by BCAA 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 B.

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

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

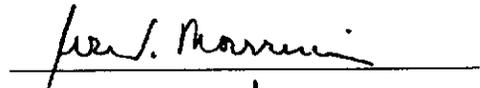
(e) BCAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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

BROOKLYN COLLEGE ALUMNI ASSOCIATION

By: 
Name: Samuel Rabinoff
Title: President
Date: Feb 26, 1999

MBNA AMERICA BANK N.A.

By: 
Name: William P. Morahan
Title: Senior Executive Vice President
Date: 3/3/99

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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:

1. There is NO Annual Fee.
2. For Alumni Customers, the current annual percentage rate will be a variable rate of prime 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
3. For Alumni Customers, the current annual percentage rate on Platinum Accounts will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, 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.

1. There is NO annual fee for the first six (6) months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionsm (as such service mark may be changed by MBNA America, 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.

1. There is NO Annual Fee.
2. The current annual percentage rate is 15.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BCAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for BCAA employees under the Program, and will not pay compensation for such designated accounts. 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. \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni Customer 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. .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. ROYALTY ADVANCE

1. Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to BCAA the sum of seventy-five thousand dollars (\$75,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BCAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to BCAA as set forth in this Agreement. Notwithstanding the foregoing, BCAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) BCAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major alumni events during each consecutive twelve month period during the term of the Agreement; and

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full updated Mailing List.

F. GIP ACCOUNTS

1. \$25.00 (twenty-five dollars) for each Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

9/18/98:las
11/16/98:las
12/21/98:las
2/17/99:las



BROOKLYN COLLEGE ALUMNI ASSOCIATION

2900 Bedford Avenue, Brooklyn, New York 11210-2889

(718) 951-5595 Fax (718) 951-5962

March 30, 2000

MBNA America Bank N.A.
Rodney Square
Wilmington, Delaware 19884
Attention: Mr. William P. Morrison, Senior Executive Vice President

Re: Brooklyn College Alumni Association/MBNA America Agreement

Dear Mr. Morrison:

I write to amend the Agreement between the Brooklyn College Alumni Association ("BCAA") and MBNA America Bank, N.A. to authorize MBNA America to offer the MBNA/BCAA card to the alumni of Brooklyn College via e-mail. The Brooklyn College Alumni Association will provide MBNA with a current list of at least 6,100 addresses. MBNA may solicit the program to alumni via e-mail no more than two times per calendar year. All other provisions in the Agreement that refer to the proper use of advertisement and solicitation materials shall be applicable MBNA's handling of e-mail addresses provided by BCAA. This includes, but is not limited to, sections 3 (c) and (f) of the Agreement. Further, the BCAA obligations regarding exclusivity shall apply to the e-mail lists, including without limitation section 2(a)(iii) of the Agreement.

If this letter comports with your understanding, please sign below and return to me. I will have Ms. Wallach sign on behalf of BCAA, and I will return a fully executed copy to you.

Sincerely,

Marla Ginsberg
Director
Office of Alumni Affairs

Roberta Rose Wallach	Michael Durroh
President	Senior Executive Vice President
Brooklyn College Alumni Association	Senior Executive Vice President
Date: 4/27/00	Date: 6/15/00

**PLUS REWARDS ADDENDUM
TO BROOKLYN COLLEGE ALUMNI ASSOCIATION**

THIS ADDENDUM (the "Addendum") is entered into this 8th day of May, 2002, by and between **Brooklyn College Alumni Association** ("BCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BCAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of BCAA; and

WHEREAS, BCAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of BCAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BCAA and MBNA America 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. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which BCAA complies with the GIP provisions of the Agreement. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by BCAA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

4. BCAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of BCAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

5. During the term of the Agreement, BCAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.

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.

BROOKLYN COLLEGE ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Roberta Rose Wallach By:

Michael Durrah

Name: Roberta Rose Wallach

Name: Michael Durrah

Title: President, BCAA

Title: SEVP

Date: May 8, 2002

Date: July 12, 2002

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. NO Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay BCAA 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 MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. 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 MBNA America (other than as a result of a courtesy waiver by MBNA America), 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. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude

Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

- D. \$25.00(Twenty-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 15th day of February, 2005 by and between Brooklyn College Alumni Association ("BCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BCAA and MBNA America are parties to an agreement dated as of March 1, 1999, as amended by that certain letter addendum from BCAA to MBNA America dated March 30, 2000 and an addendum dated May 8, 2002 (the "2002 Addendum") (collectively, the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of BCAA; and

WHEREAS, BCAA and MBNA America mutually desire to extend the term of the Agreement, and make certain other modifications to the Program as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BCAA and MBNA America 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 term of the Agreement is hereby extended to end on February 28, 2010. Thereafter, the Agreement shall automatically extend at the end of the current 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. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Effective as of March 1, 2005, Attachment #1, Sections II.C. and D. of the 2002 Addendum are hereby amended to read in their entirety as follows:
 - C. 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)).
 - D. \$25.00 (twenty-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 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.

For the avoidance of doubt, "Reward Credit Card Accounts" will include American Express branded Credit Card Accounts (when made available by MBNA America), and Credit Card Accounts featuring the "WorldPoints" enhancement.

4. Effective as of March 1, 2005, Schedule B, Sections E. and F. of the Agreement are hereby amended to read in their entirety as follows:

E. ROYALTY ADVANCE

On or before March 1, 2005, and on each March 1st occurring thereafter during the term of this Agreement until and including March 1, 2009, MBNA America shall pay to BCAA the sum of Fifteen Thousand dollars (\$15,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BCAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to BCAA as set forth in this Agreement. Notwithstanding the foregoing, BCAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement terminates and the total amount of the Advances has not been fully recouped by MBNA America;
- (ii) BCAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and/or
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (*e.g.*, tabling and postering) at major alumni events during each consecutive twelve month period during the term of the Agreement.

F. GIP ACCOUNTS (excluding Reward GIP Accounts)

\$25.00 (twenty-five dollars) for each GIP Account (excluding a 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 such 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.

5. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items, for the solicitation of Credit Card Account applications. BCAA shall have final approval of the use and appearance of Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (*e.g.*, any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of BCAA or Brooklyn College for such gifts or premiums. BCAA 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) 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 BCAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to BCAA.

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. 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 MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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.

**BROOKLYN COLLEGE ALUMNI
ASSOCIATION**

MBNA AMERICA BANK, N.A.

By:

Name:

Title:

Date:

Roberta R. Wallace
President, BCAA
March 30, 2005

By:

Name:

Title:

Date:

Thomas W. Brookes
Senior EVP
4/21/05

FIA CARD SERVICES™

Via Overnight Delivery

November 13, 2009

Ms. Marla Hasten Ginsburg
Alumni Director
Brooklyn College Alumni Association
2900 Bedford Avenue
Brooklyn, New York 11201

Dear Ms. Hasten Ginsburg:

I am writing to inform you that following a comprehensive review of the Brooklyn College Alumni Association's credit card program, FIA Card Services, N.A. (d/b/a MBNA America Bank, NA) ("FIA") has decided not to renew our Agreement dated as of March 1, 1999, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement.

The Agreement's expiration date is February 28, 2010.

We have appreciated your endorsement. If you have any questions, please call 1-866-887-3259 and an Affinity Relationship Manager will assist you.

Sincerely,



Sandra Wirt
Senior Vice President
FIA Card Services, N.A.

**BROOKLYN COLLEGE ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of March, 2010 (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 Brooklyn College Alumni Association, a 501(c)(3) corporation having its principal place of business at 2900 Bedford Avenue, Ingersoll Hall, Room 1239, Brooklyn, New York 11210 ("BCAA"), for themselves and their respective successors and assigns.

WHEREAS, BCAA and Bank were parties to that certain Agreement dated March 1, 1999, as the same had been amended ("Original Agreement"), wherein Bank provided certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of BCAA; and,

WHEREAS, the Original Agreement expired on February 28, 2010; and

WHEREAS, FNA and Bank mutually desire to enter into this new Agreement.

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

1. The parties agree that the Credit Card Accounts and Reward Credit Card Accounts generated under the Original Agreement are now part of the Program under and governed by this Agreement.

2. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this affinity agreement and Schedules A and B.

"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.

“BCAA Affiliate” means any Affiliate of BCAA.

“BCAA Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by BCAA or any BCAA Affiliate prior to or during the term of this Agreement.

“Credit Card Account” means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

“Customer” means any Member who is a participant in the Program.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product, and any other financial service programs or products.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which BCAA complies with the GIP provisions of this Agreement.

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

“Information” has the meaning ascribed to such word in Section 7.

“Marketing List” means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics. Mailing Lists will not contain the names of students of Brooklyn College.

“Member” means a member of BCAA, a member of any BCAA Affiliates and/or other potential participants mutually agreed to by BCAA and Bank.

“Program” means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a BCAA Trademark, with or without other elements.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which BCAA complies with the GIP provisions of the Agreement.

“Royalties” means the compensation set forth in Schedule A.

3. RIGHTS AND RESPONSIBILITIES OF BCAA

- (a) BCAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither BCAA nor any BCAA Affiliate will, 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 entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the BCAA 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. In addition, if BCAA or any BCAA Affiliate sells any product or service, in connection with such sales, BCAA shall not, and shall cause BCAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, BCAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by BCAA of said financial institution or advertising for a Financial Service Product.
- (b) BCAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) BCAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) BCAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a BCAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the BCAA Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due BCAA. In the event such costs exceed Royalties then due BCAA, if requested by Bank, BCAA will promptly reimburse Bank for all such costs.

- (e) At least once annually and within thirty (30) days following the request of Bank, BCAA will provide Bank with the Marketing List free of any charge; provided, however, that BCAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that BCAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by BCAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due BCAA. BCAA will provide the first Marketing List, containing the required information for at least one hundred twenty thousand (120,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after BCAA's execution of this Agreement.
- (f) BCAA will, and will cause any BCAA 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 BCAA. Notwithstanding the above, BCAA 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 BCAA. Any correspondence received by BCAA that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by BCAA will be paid by Bank.
- (g) BCAA hereby grants Bank and its Affiliates a limited, exclusive license to use the BCAA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the BCAA Trademarks, notwithstanding the transfer of such BCAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. BCAA will provide Bank all BCAA 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 BCAA's execution of this Agreement. Nothing stated in this Agreement prohibits BCAA from granting to other persons a license to use the BCAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a BCAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 3(h). BCAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. BCAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any BCAA Trademark. Bank may use Program Trademarks that contain BCAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

- (i) BCAA will permit Bank, at no cost to Bank, to advertise the Program on BCAA's home page and at other prominent locations within the internet site(s) of BCAA. 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 BCAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. BCAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, BCAA will provide Bank with the ability to access any and all pages within the BCAA internet site(s), including without limitation any "members only" or other restricted access pages.

4. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program, except for materials used in any GIP. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of BCAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program, except for materials used in any GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of BCAA.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of BCAA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will 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 BCAA.
- (f) Subject to applicable law and regulation, Bank has the right to place BCAA Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. BCAA will have approval of the use and appearance of the BCAA Trademarks used on such materials pursuant to Section 3(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of BCAA or a BCAA Affiliate for such gifts or premiums.

BCAA waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.

5. REPRESENTATIONS AND WARRANTIES

- (a) BCAA and Bank each represents and warrants to the other party 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) BCAA 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 BCAA Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. BCAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the BCAA Trademarks license granted herein or from Bank's use of the BCAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any BCAA Trademarks or Marketing Lists.

6. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to BCAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) 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 sole discretion ("Impact"), then Bank may notify BCAA 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 BCAA'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 BCAA, upon ninety (90) days advance written notice.

7. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

8. 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 BCAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 8 by their Agents.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on February 28, 2012. 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) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

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.

11. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or BCAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or BCAA 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 11(d) of this Agreement, cease to use the BCAA 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 BCAA 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 BCAA or any BCAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, BCAA will allow Bank to continue to use the BCAA Trademarks on, and will not attempt to cause the removal of BCAA Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.
- (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 BCAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after BCAA'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 BCAA, upon ninety (90) days advance written notice.

- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, BCAA agrees that neither BCAA nor any BCAA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, BCAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by BCAA, 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 that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

12. GROUP INCENTIVE PROGRAM

- (a) BCAA will design all advertising, solicitation and promotional material with regard to any GIP. BCAA will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle BCAA to the Royalty for GIP 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 will be coded by BCAA 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 BCAA pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. BCAA 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 BCAA pursuant to any GIP will be promptly reimbursed by BCAA upon demand.
- (e) BCAA will make all reasonably requested changes to materials to obtain Bank's consent and BCAA 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.

13. 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 3(h), 5(b), 8, 11(c), 11(d), 11(f) and 12(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, 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 and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to BCAA:

Brooklyn College Alumni Association
Ingersoll Hall, Room 1239
2900 Bedford Avenue
Brooklyn, New York 11210

ATTENTION: Ms. Marla Schreiber,
Director, Office of Alumni Affairs

Fax #: (718) 951-5962

- (2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(3) Any party may change the address and fax number 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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, BCAA 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 BCAA. 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 BCAA are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than BCAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) BCAA recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, BCAA agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that BCAA does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (n) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

Brooklyn College Alumni Association

By: Ronald Schweiger
Name: Ronald Schweiger
Title: President - BCAA
Date: 2/3/10

FIA Card Services, N.A.

By: Sandra Wirt
Name: SANDRA WIRT
Title: SVP
Date: 3/1/10

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay BCAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for BCAA 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 that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that 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 that: 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 (12) months.
3. 0.35% (thirty-five 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)).
4. \$50.00 (fifty 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.

B. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward 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 Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.15% (fifteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward 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).
4. \$50.00 (fifty 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.

VIA Overnight Delivery

November 2, 2011

Ms. Marla Schreibman
Director, Office of Alumni Affairs
Brooklyn College Alumni Association
Ingersoll Hall, Room 1239
2900 Bedford Avenue
Brooklyn, New York 11210

Dear Ms. Schreibman:

I am writing to inform you that following a comprehensive review of the Brooklyn College Alumni Association credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Affinity Agreement dated March 1 2010, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement.

The Agreement's expiration date is February 28, 2012.

We have appreciated your endorsement.

Sincerely,



Alex J. McLaughlin
Vice President
FIA Card Services, N.A.
804-627-7081