

**AFFINITY AGREEMENT
CLARION UNIVERSITY FOUNDATION, INC.**

This Agreement is entered into as of this 18th day of October, 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 **Clarion University Foundation, Inc.**, a corporation having its principal place of business in Clarion, Pennsylvania ("**CUFI**"), for themselves, and their respective successors and assigns.

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

1. **DEFINITIONS**

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

"**Agreement**" means this agreement and Schedules A through B.

"**CUFI Affiliate**" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with CUFI.

"**Credit Card Account**" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "**Student Credit Card Account**" means a Credit Card Account opened by a student Member. An "**Alumni Credit Card Account**" means a Credit Card Account opened by an alumni Member.

"**Customer**" means any Member who is a participant in the Program.

"**Emerging Credit Card Account**" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. "**Student Emerging Credit Card Account**" means an Emerging Credit Card Account opened by a student Member. "**Alumni Emerging Credit Card Account**" means an Emerging Credit Card Account opened by an alumni Member.

"**Emerging Credit Card GIP Account**" means an Emerging Credit Card Account opened pursuant to a GIP in which CUFI complies with the GIP provisions of this Agreement. "**Student Emerging Credit Card GIP Account**" means an Emerging Credit Card GIP Account opened by a student Member. "**Alumni Emerging Credit Card GIP Account**" opened by an alumni Member.

"**Financial Service Product**" means any credit card program, charge card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.

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

"Student GIP Account" means a GIP Account opened by a student Member.

"Alumni GIP Account" means a GIP Account opened by a alumni Member.

"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.

"Gold Option GIP Account" means a Gold Option Account opened pursuant to a GIP in which CUFI complies with the GIP provisions of this Agreement.

"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.

"Gold Reserve GIP Account" means a Consumer Gold Reserve Account opened pursuant to a GIP in which CUFI complies with the GIP provisions of this Agreement.

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

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

"Mailing List" means an updated and current list and/or magnetic tape (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 reasonably selected membership characteristics.

"Member" means a member of CUFI and/or other potential participants mutually agreed to by CUFI and Bank.

"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.

"Reward Credit Card Account" means an Alumni Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

“Reward Enhancement” means the loyalty reward 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.

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

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

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

2. RIGHTS AND RESPONSIBILITIES OF CUFI

- (a) CUFI agrees that during the term of this Agreement it will endorse the Program exclusively and that neither CUFI nor any CUFI 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 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, CUFI may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by CUFI of said financial institution or advertising for a Financial Service Product.
- (b) CUFI agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) CUFI authorizes Bank to solicit members by mail, direct promotion, internet, and/or advertisement. Bank may solicit members by telephone only with CUFI advance approval for participation in the Program.
- (d) CUFI will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contain a Trademark; such approval will 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 to existing cardholders), Bank may deduct such costs from

Royalties due CUFU. In the event such costs exceed Royalties then due CUFU, CUFU will promptly reimburse Bank for all such costs.

- (e) Within thirty days following the request of Bank, CUFU will provide Bank with the Mailing List free of any charge; provided, however, that CUFU will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that CUFU not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by CUFU or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due CUFU. CUFU will provide the first Mailing List, containing at least fifty thousand (50,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty days after CUFU's execution of this Agreement.
- (f) CUFU will, and will cause any CUFU 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 CUFU. Notwithstanding the above, CUFU 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 CUFU. Any correspondence received by CUFU that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.
- (g) CUFU hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license will be transferred upon assignment of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. CUFU will 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 days after CUFU's execution of this Agreement. Nothing stated in this Agreement prohibits CUFU 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) CUFU will permit Bank to advertise the Program at a prominent location(s) within the internet site(s) of CUFU free of any charge. Bank may establish a hyperlink 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 hyperlink will entitle CUFU to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. CUFU will modify or remove such advertisements within twenty-four hours of Bank's request. CUFU will provide Bank with the ability to access any and all pages within the CUFU

internet site(s), including without limitation any "members only" or other restricted access pages.

3. **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 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 CUFI.
- (c) Bank will bear all costs of producing and mailing materials for the Program.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of CUFI.
- (e) Bank will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not permit those entities handling these Mailing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and will remain the sole property of CUFI. However, Bank may maintain separately 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 own 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 CUFI.
- 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, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. CUFI will have final approval 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 will 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 an Affiliate for such gifts or premiums. CUFI 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 CUFI's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person will 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 CUFU.

4. **REPRESENTATIONS AND WARRANTIES**

(a) CUFU 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) CUFU 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. CUFU will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and 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. Each party will promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. **ROYALTIES**

- (a) During the term of this Agreement, Bank will pay Royalties to CUFI. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.
- (b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, Bank will provide CUFI with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the 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.

6. **PROGRAM ADJUSTMENTS**

Bank reserves the right to make periodic adjustments to the Program and its terms and features. 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 CUFI will 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.

8. **TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on September 30, 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 and not more

than one hundred eighty days, prior to the end of the then current term or renewal term, as applicable.

9. **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.

10. **TERMINATION**

- (a) In the event of any material breach of this Agreement by Bank or CUFI, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty days after the Cure Period.
- (b) If either Bank or CUFI 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, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, Bank may conclude all solicitation that is required by law.
- (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 CUFI or any CUFI Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, CUFI will not attempt to cause the removal of CUFI's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of expiration or earlier 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 will have the right to terminate this Agreement upon ninety days advance written notice. Such written notice will include an explanation and evidence of the burden imposed as a result of such change.

- (f) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, CUFi agrees that neither CUFi nor any CUFi Affiliate will, 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, CUFi may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by CUFi 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 will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by CUFi pursuant to any GIP. In that regard, CUFi will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle CUFi 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 will be coded by CUFi 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 will 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 will have the right of prior approval of all advertising and solicitation materials distributed by CUFi pursuant to any GIP. Bank will 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 CUFi pursuant to any GIP will be deducted from any or all Royalty payments due CUFi under this Agreement.

- (e) CUFI will 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. **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), 11(e) and Section F.1. of Schedule A 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 will for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (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 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to CUFI:

Clarion University of Pennsylvania
840 Wood Street
Clarion, Pennsylvania 16214

ATTENTION: Mr. Michael R. Keefer
Administrative Director

Fax #: (814) 393-1834

- (2) If to FIA Card Services, N.A.:

FIA Card Services, N. A.
1100 North King Street

Wilmington, Delaware 19884

ATTENTION: Louis A. Zicarelli
Card Group Sr. Sales Executive

Fax #: (302) 432-0469

- (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. Without the prior written consent of Bank, which will not be unreasonably withheld, CUFi 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 CUFi. 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 CUFi 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 CUFi and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) CUFi recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, 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 it does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) Neither party will be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

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

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

**CLARION UNIVERSITY
FOUNDATION, INC.**

FIA CARD SERVICES, N.A.

By: <u>Michael R. Keefe</u>	By: <u>Lon Zicarelli</u>
Name: <u>Michael R. Keefe</u>	Name: <u>Lon Zicarelli</u>
Title: <u>Administrative Director</u>	Title: <u>SVP</u>
Date: <u>10-18-2007</u>	Date: <u>10-31-07</u>

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay CUFI a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for CUFI 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 Alumni 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student 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 Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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)).
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student 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)).

6. \$50.00 (fifty dollars) for each Alumni 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 Alumni 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 Alumni GIP Accounts will not qualify for any other opening-of-an-account Royalty.
7. \$40.00 (forty dollars) for each Student 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 Student 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 Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. 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 will 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 will 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 days following the end of the calendar year in which it is earned.
3. \$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.

C. 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 will 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 will 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 days following the end of the calendar year in which it is earned.
3. \$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.

D. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card 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 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 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 processing day of every twelfth month after the opening of that Reward

Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.20 (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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)).
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.

E. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card 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 Emerging Credit Card Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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 Emerging 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 Emerging 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 Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Emerging 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. \$15.00 (fifteen dollars) for each Alumni Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Alumni Emerging Credit Card 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 Alumni Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.
5. \$10.00 (ten dollars) for each Student Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Student Emerging Credit Card 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 Student Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. ROYALTY ADVANCES

1. Upon full execution of this Agreement, and upon each annual anniversary of the Effective Date during the initial term of this Agreement, Bank shall pay to CUFI the sum of five thousand dollars (\$5,000) (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 CUFI, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to CUFI as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to CUFI hereunder, and (y) CUFI 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 (iv) below should occur:
 - (i) the Agreement is terminated;
 - (ii) CUFI 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;
 - (iv) Bank is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to CUFI in prior years, and pays CUFI Royalties accrued by CUFI 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.

FIA CARD SERVICES™

October 25, 2011

FIA Card Services, DE5-001-08-02
1100 N. King Street
Wilmington, DE 19884

Tel: 800.441.7048

Mr. Michael R. Keefer
Chief Operating Officer
Clarion University Foundation, Inc.
840 Wood Street
Clarion, Pennsylvania 16214

RE: The Affinity Agreement by and between Clarion University Foundation, Inc. ("CUFI") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), dated as of October 18, 2007, as the same may have been amended (the "Agreement")

Dear Mr. Keefer:

It is my understanding that FIA and CUFI both desire to amend the Agreement with respect to the final Advance payment. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

In consideration of the mutual covenants of the parties contained in this Agreement, the sufficiency of which is hereby acknowledged, CUFI hereby agrees to permanently and irrevocably waive its right to receive, and therefore will not receive that certain Advance payment equal to five thousand dollars (\$5,000) payable to CUFI as of October 18, 2011, pursuant to Schedule A, Section F of the Agreement. The parties agree that no further Advances are due to CUFI.

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. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. 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 302-432-6204.

Sincerely,

Todd Seward
Account Executive

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

CLARION UNIVERSITY FOUNDATION, INC.

FIA CARD SERVICES, N.A.

BY: Michael R. Keefer
NAME: Michael R. Keefer
TITLE: C.E.O.
DATE: 10-26-2011

BY: [Signature]
NAME: CHRISTIAN HAWKINS-SET
TITLE: SVP
DATE: 11/16/11