

**FORDHAM UNIVERSITY
AMENDED AND RESTATED
AFFINITY AGREEMENT**

[Signature] 12.10.08

This Agreement is entered into as of this 10 day of December, 2008 (the "Effective Date") by and between FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association and wholly owned subsidiary of Bank of America Corporation, having its principal place of business in Wilmington, Delaware ("Bank"), and Fordham University, an educational institution having its principal place of business in Bronx, New York ("Fordham"), for themselves and their respective successors and assigns.

WHEREAS, Fordham and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of September 28, 1995, as the same has been amended (the "Original Agreement"); and

WHEREAS, Fordham and Bank mutually desire to amend and restate the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Fordham 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:

"Accountholder Information" means any information relating to a Customer with a Credit Card Account ("Accountholder"), the Credit Card Account, Bank, or the Program that Bank furnishes to Fordham in an Accountholder List.

"Accountholder List" means a list of Accountholder Information (e.g., name and address, and other information as agreed by the parties) that Bank furnishes to Fordham solely for the purposes of this Agreement. "Accountholder List" includes any whole or partial copies or compilations of an Accountholder List in any form or any medium, any information derived solely from an Accountholder List, and all Accountholder Information.

"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 agreement and Schedules A and B.

“Applicable Law” means, at any time, with respect to a party, all (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, in each case, to the extent applicable to such party.

“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. A **“Student Credit Card Account”** is a Credit Card Account opened through an application coded by Bank as a student application.

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

“Eligible Royalties” means all Royalties that accrue and are payable under Schedule A of the Agreement, except for Royalties that accrue and are payable under Schedule A of the Agreement for any GIP Account, Reward GIP Account, and Emerging GIP Account.

“Emerging Account” means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

“Emerging GIP Account” means an Emerging Account opened pursuant to a GIP in which Fordham complies with the GIP provisions of this Agreement.

“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, or travel and entertainment card program.

“Fordham Affiliate” means any Affiliate of Fordham.

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

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

“Gold Option Account” means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

“Gold Reserve Account” means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

“Group Incentive Program” or **“GIP”** means any marketing or other program whereby Fordham 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 8.

“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.

“Member” means (i) all alumni of Fordham, (ii) members of any alumni association of Fordham or Fordham Affiliate, and/or (iii) other potential participants mutually agreed to by Fordham and Bank. For the avoidance of doubt, the definition of **“Member”** does not include Students.

“Program” means those programs and services, and the promotion thereof, 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 Fordham 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 Fordham complies with the GIP provisions of the Agreement.

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

“Student” means a matriculated student of Fordham.

2. RIGHTS AND RESPONSIBILITIES OF FORDHAM

- (a) Fordham agrees that during the term of this Agreement it will endorse the Program exclusively and that neither Fordham nor any Fordham 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 Fordham 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 or students, faculty, or staff of Fordham in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if Fordham or any Fordham Affiliate sells any product or service, in connection with such sales, Fordham shall not, and shall cause Fordham 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, Fordham may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Fordham of said financial institution or advertised Financial Service Product.

- (b) Fordham agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) Fordham authorizes Bank to solicit Members by mail, event marketing, internet, advertisements, banking centers, telephone or any other means for participation in the Program. Notwithstanding the foregoing, Bank shall not target Students for participation in the Program during the term. However, nothing contained herein shall prohibit or prevent Bank from fulfilling a request for a Financial Service Product offered under the Program that is initiated by a Student or member of the general public. In addition, notwithstanding anything contained in this Section 2(c) to the contrary, Bank shall not be deemed in breach of this Section 2(c) for soliciting any individual from any Marketing List for participation in the Program.
- (d) Fordham will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a Fordham Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Fordham Trademarks (e.g., the cost of reissuing new credit cards), after advance notice to Fordham of expected costs, Bank may deduct such costs from any Royalties due Fordham. In the event such costs exceed Royalties then due Fordham, if requested by Bank, Fordham will promptly reimburse Bank for all such costs.
- (e) Within thirty (30) days following the request of Bank, Fordham will provide Bank with the Marketing List free of any charge; provided, however, that Fordham will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that Fordham not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by Fordham or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due Fordham. Fordham 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 Fordham's execution of this Agreement.

- (f) Fordham will, and will cause any Fordham 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 Fordham. Notwithstanding the above, Fordham 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 Fordham. Any correspondence received by Fordham 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 Fordham will be paid by Bank.
- (g) Fordham hereby grants Bank and its Affiliates a limited, exclusive license to use the Fordham Trademarks in connection with the Program. This license transfers to any permitted assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Fordham Trademarks, notwithstanding the transfer of such Fordham Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Fordham will provide Bank all Fordham 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 Fordham's execution of this Agreement. Nothing stated in this Agreement prohibits Fordham from granting to other persons a license to use the Fordham 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 Fordham 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 2(h). Fordham may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. Fordham shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Fordham Trademark. Bank may use Program Trademarks that contain Fordham 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) Fordham will permit Bank, at no cost to Bank, to promote the Program on Fordham's website under the Alumni section and on other pages as may be mutually agreed upon by Fordham and Bank. Bank may establish a hyperlink from such promotions to another website 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 Fordham to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Fordham will modify or remove such promotions within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, Fordham will provide Bank with the ability to access any and all pages within the Fordham web site(s).

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 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 Fordham.
- (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 Fordham.
- (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 transfer, assign, or use them for any other purpose. Bank will have the sole right to designate, in compliance with Applicable Law, Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of Fordham. 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 Fordham.
- (f) Subject to Applicable Law, Bank has the right to place Fordham Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Fordham's and Bank's judgment for the solicitation of Credit Card Account applications. Bank will use reasonable efforts to order such items from those duly licensed manufacturers and distributors of Fordham made known to Bank by Fordham provided that the cost to purchase such items is equal to or less than the cost to purchase items of equal quality through a manufacturer or distributor Bank contacts to provide such items. Fordham will have approval of the use and appearance of the Fordham Trademarks used on such materials pursuant to Section 2(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 Fordham or a Fordham Affiliate for such gifts or premiums. Fordham 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 and/or Advance payments.

4. REPRESENTATIONS AND WARRANTIES

- (a) Fordham 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) Fordham 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 Fordham 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. Fordham 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 Fordham Trademarks license granted herein or from Bank's use of the Fordham 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 Fordham Trademarks or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to Fordham. 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, along with the delivery of Bank's Royalty report, will be made approximately forty-five (45) days after the end of each calendar quarter. Notwithstanding anything contained in this Agreement to the contrary, Fordham

shall not earn and Bank shall not pay to Fordham any Royalties on Student Credit Card Accounts.

- (b) On or before the forty-fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide Fordham 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.
- (c) If at any time during the term of the Agreement, as the result of 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, Bank demonstrates that such change is likely to have a ten percent (10%) or greater adverse impact on Bank's interchange income for the Program for the remainder of the term, as determined by Bank in its reasonable discretion ("Impact"), then Bank may reduce the amount of each subsequent Advance due Fordham pursuant to this Agreement by \$15,000; provided, however, if the Impact occurs within the first six months after any February 1st during the term of this Agreement, then Bank may reduce the amount of the next due Advance by \$30,000 and each subsequent Advance due thereafter by \$15,000. Bank shall also reduce the Guarantee Amount for the period from February 1, 2009 through January 31, 2016 by an amount equal to the aggregate reduction in Advances hereunder. In addition to the foregoing, if Bank projects, in its discretion, that the Impact will be twenty percent (20%) or greater, then Bank may notify Fordham in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to share the Impact. If, within thirty (30) business days after Fordham'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 share the Impact, then in addition to Bank's other rights set forth in this Section 5(c), Bank shall have the right to terminate this Agreement, without penalty or liability to Fordham, upon ninety (90) days advance written notice.

6. CROSS INDEMNIFICATION

Fordham and Bank each will indemnify, defend and hold harmless the other party, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse such party's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), resulting from the material breach of this Agreement by Fordham or Bank, respectively, as the case may be, or its directors, officers or employees. Each party will promptly notify the other party upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

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 Fordham 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 January 31, 2016. 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. 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 Fordham, 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 Fordham 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 Fordham 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 Fordham 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 Fordham or any Fordham Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, Fordham will allow Bank to continue to use the Fordham Trademarks on, and will not attempt to cause the removal of Fordham 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) If at any time during the term Bank demonstrates that Applicable Law is likely to have a ten percent (10%) or greater adverse impact on Bank's billed interest income and fees for the Program for the remainder of the term, as determined by Bank in its reasonable discretion ("Adverse Effect"), then Bank may reduce the amount of each subsequent Advance due Fordham pursuant to this Agreement by \$15,000; provided, however, if the Adverse Effect occurs within the first six months after any February 1st during the term of this Agreement, then Bank may reduce the amount of the next due Advance by \$30,000 and each subsequent Advance due thereafter by \$15,000. Bank shall also reduce the Guarantee Amount for the period from February 1, 2009 through January 31, 2016 by an amount equal to the aggregate reduction in Advances hereunder. In addition to the foregoing, if Bank projects, in its discretion, that the Adverse Effect will be twenty percent (20%) or greater, then Bank may notify Fordham in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to share the Adverse Effect. If, within thirty (30) business days after Fordham'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 share the Adverse Effect, then in addition to Bank's other rights set forth in this Section 11(e), Bank shall have the right to terminate this Agreement, without penalty or liability to Fordham, upon ninety (90) days advance written notice.
- (f) If at any time during the term a party's compliance with Applicable Law makes such party's (the "Affected Party") continued performance of this Agreement under the then current terms and conditions unduly burdensome on such party (the "Undue Burden"),

then the Affected Party may notify the other party in writing of the Affected Party's desire to renegotiate the terms of the Agreement to address the Undue Burden. Such written notice shall include an explanation and evidence of the Undue Burden imposed by Applicable Law. If, within thirty (30) business days after the other party's receipt of the Affected Party's notice (the "Negotiation Period"), the parties have not, for whatever reason, fully executed an addendum that addresses the Undue Burden, then the Affected Party shall have the right to terminate this Agreement, without penalty or liability to the other party, by providing written notice of termination to the other party within thirty (30) days after the end of the Negotiation Period (the "Notice of Termination Period"). If such party receives the Affected Party's written notice of termination within the Notice of Termination Period, then this Agreement will terminate ninety (90) days after such party's receipt of the Affected Party's notice. If such party does not receive the Affected Party's written notice of termination within the Notice of Termination Period, then the Affected Party's right to terminate this Agreement pursuant to this Section 11(f) shall be null and void and of no further force or effect with respect to the Undue Burden that precipitated renegotiation of the terms of the Agreement during the Negotiation Period.

- (g) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, Fordham agrees that neither Fordham nor any Fordham 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, Fordham 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 Fordham, 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) Fordham will design all advertising, solicitation and promotional material with regard to any GIP. Fordham 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 Fordham 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 Fordham 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 Fordham pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. Fordham 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 Fordham pursuant to any GIP will be promptly reimbursed by Fordham upon demand.
- (e) Fordham will make all reasonably requested changes to materials to obtain Bank's consent and Fordham 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. ACCOUNTHOLDER LIST

- (a) Furnishing the Accountholder List. If no notice of termination has been given by either party, Bank will, from time to time as agreed by the parties, furnish an Accountholder List to Fordham. Notwithstanding any provision of the Agreement, Bank will not furnish any Accountholder List or Accountholder Information otherwise required to be provided by it to Fordham, and may restrict any use by Fordham of any Accountholder List or Accountholder Information that is furnished by Bank to Fordham, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bank-wide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Accountholder request, or if furnishing the Accountholder List or Accountholder Information or its intended use would create an additional regulatory compliance burden on Bank.
- (b) Permitted Use of Accountholder List. Fordham shall not use the Accountholder List for any purpose not expressly permitted by Bank in this Agreement or in a separate writing. Fordham agrees to secure the Accountholder List in accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to Fordham from time to time. Fordham will only permit access to the Accountholder List to those employees, volunteers, agents, and/or representatives of Fordham who need such access to perform their duties relating to this Agreement. Fordham shall instruct all those employees, volunteers, agents, and/or representatives who work with any Accountholder List of Fordham's duties and limitations under this Agreement.
- (c) No Transfer of Accountholder List. All Accountholder Lists are confidential and remain the sole property of Bank even when in Fordham's possession. Fordham will keep all Accountholder Lists confidential and will not make any copies of any kind or transfer, provide, trade, give away, barter, lend, send, sell, or otherwise disclose (collectively "transfer") any Accountholder List to any other entity or individual for any reason, except as required by this Agreement or unless agreed to in writing by Bank prior to any such transfer. If Fordham receives a request or demand to disclose an Accountholder List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, Fordham shall: (i) immediately notify Bank of the existence, terms, and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Accountholder List is required or deemed advisable, exercise its best efforts to obtain at Bank's expense an order or other reliable

assurance that confidential treatment will be accorded to such portion of the Accountholder List to be disclosed that Bank designates.

- (d) Detection of Unauthorized Use of Accountholder List. Any Accountholder List furnished to Fordham may contain dummy information (e.g., names, account information, addresses, etc, unknown to Fordham.) for the purpose of detecting unauthorized use of an Accountholder List. A violation of this Section is conclusively proven and the relief specified below will be deemed owed when Bank establishes the following conditions: (i) that Bank placed dummy information on the list (e.g., name(s), account information, address(es), etc.); (ii) that the dummy information received any mailings which were sent or generated outside the scope of the permitted use of the Accountholder List; and (iii) that identical dummy information was not furnished by Bank or its affiliates to any third party.
- (e) Relief for Unauthorized Use of Accountholder List. Because the nature of the Accountholder List makes an evaluation of damages after a violation of this Section impossible, then if Fordham or any of its employees, volunteers, agents, and/or representatives uses an Accountholder List in a manner that violates this Section, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (e.g., names, addresses, etc.) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000) per breach. In addition, Bank will be entitled to injunctive relief to prevent violation or further violation by Fordham and/or its employees, volunteers, agents, or representatives of this Section. Nothing in this Section will be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.
- (f) Return or Destruction of Accountholder List. Fordham will return to Bank each Accountholder List, in the same form as received by Fordham within thirty (30) days of receipt of such Accountholder List. On or before the effective date of termination of the Agreement, Fordham agrees that it will: (i) immediately destroy and purge from all its systems all Accountholder Lists and Accountholder Information; and (ii) return or destroy within thirty (30) days all Accountholder Lists and Accountholder Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. Fordham shall perform all destruction of Accountholder Lists and Accountholder Information in accordance with Bank's then current destruction policy.
- (g) Notification and Treatment of Security Breach. Fordham shall notify Bank, through Bank's defined security escalation channel in the event of a breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include the Accountholder List or Accountholder Information. Fordham shall cooperate fully with all Bank security investigation activities and abide by Bank's guidelines for escalation and control of significant security incidents. Bank will provide a copy of the guidelines to Fordham, and such guidelines shall be treated as Bank's Information. Fordham shall reimburse Bank for its cost of producing and mailing any notice required by law or regulation that informs the

Accountholders of a security breach. Fordham shall monitor industry-standard information channels (bugtraq, CERT, OEMs, etc.) for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" shall mean that Fordham shall introduce such fix or patch as soon as commercially reasonable after Fordham becomes aware of the security problem. This obligation extends to all devices that comprise Fordham's system, e.g., application software, databases, servers, firewalls, routers and switches, hubs, etc., and to all of Fordham's other Information handling practices.

14. 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 2(h), 4(b), 6, 8, 11(c), 11(d), 11(g), 12(e), and 13(b) through 13(g) 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 Fordham:

Fordham University
441 East Fordham Road
Bronx, New York 10458

ATTENTION: Mr. Frank Simio,
Vice President of Finance

Fax #: (718) 817-5574

(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 in this Agreement and, except as otherwise expressly provided in Sections F and G of Schedule A of this Agreement, 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, Fordham may not assign any of its rights or obligations under or arising from this Agreement. Bank may not assign any of its rights or obligations under this Agreement without the prior consent of Fordham; provided however, that Bank may assign or transfer, without consent, any of its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with Bank (a "Bank Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as Bank; or
- (ii) to any individual, corporation or other entity (other than a Bank Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or
- (iii) to any Bank Affiliate.

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 Fordham 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 Fordham and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Fordham recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Fordham agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets.
- (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 ninety (90) days upon providing at least fifteen (15) days written notice to the delayed party at any time after the expiration of the ninety (90) 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.

Fordham University

FIA Card Services, N.A.

By: John J. Jordan
Name: John J. Jordan
Title: Sr. Vice President
Date: 12/1/08

By: [Signature]
Name: DAVID B. BOYD
Title: SVP
Date: 12.10.08

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Fordham a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for Fordham 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. \$6.00 (six dollars) 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 that: 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 (12) months.
3. 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)).
4. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (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. EMERGING ACCOUNTS

Emerging 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 Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 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. \$3.00 (three dollars) for each Emerging 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 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 Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$25.00 (twenty-five dollars) for each Emerging 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 Emerging 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 Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. 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. \$6.00 (six dollars) for each Alumni 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 Alumni 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 Alumni Reward

Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. An Alumni Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) 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 twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that 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 twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period

occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

F. ROYALTY ADVANCES

1. Notwithstanding anything contained in the Agreement to the contrary, the parties hereby agree that Section 5 of that certain Addendum to the Original Agreement dated January 17, 2006 (the "2006 Addendum") shall remain in full force and effect through January 31, 2009, revised as follows:
 - (a) Each reference to "Mailing List" shall be read as if such reference said "Marketing List";
 - (b) The section reference to "Section 11(a)" in Section 5(a) of the 2006 Addendum shall be deemed to refer to Section 11(a) of this Agreement, and the parties shall provide any applicable notice referenced in Section 11(a) of this Agreement pursuant to Section 14(f) of this Agreement; and
 - (c) Clause (v) of Section 5(a) of the 2006 Addendum is deleted from Section 5(a) in its entirety.

2. Within forty-five (45) days of February 1, 2009, Bank will pay to Fordham the sum of two hundred ninety thousand dollars (\$290,000), and within forty-five (45) days of each February 1st from February 1, 2010 through February 1, 2015, Bank will pay to Fordham the sum of two hundred eighty-five thousand dollars (\$285,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued will, in lieu of direct payment to Fordham, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter will be paid to Fordham as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall not be obligated to pay any future Advance(s) under this Section F.2 (including without limitation, the initial Advance under this Section F.2), in the event any of the conditions set forth in Clauses (i) through (iv) below should occur, and (y) Fordham hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank as of February 1, 2009 and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) between February 1, 2009 and the date of such demand, in the event (1) the Agreement terminates prior to January 31, 2016 other than if terminated by Fordham pursuant to Section 11(a) for Bank's material breach, or by Bank pursuant to Sections 5(c), 11(e), or 11(f), or (2) if any of the conditions set forth in Clauses (ii) through (iv) below should occur:
 - (i) the Agreement is terminated prior to January 31, 2016;

- (ii) Fordham materially breaches any of its obligations under this Agreement;
 - (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Marketing List (excluding Students) during each consecutive twelve (12) month period from February 1, 2009 through January 31, 2016; or
 - (iv) Bank is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Marketing List (excluding Students) from February 1, 2009 through January 31, 2016.
3. If during any given year(s) from February 1, 2009 through January 31, 2016 Bank recoups all prior Advances paid by it to Fordham in prior years, and pays Fordham Eligible Royalties accrued by Fordham over and above the Eligible 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 Eligible Royalties.

G. ROYALTY GUARANTEE

1. Notwithstanding anything else contained in this Agreement to the contrary, the parties hereby agree that Section 6 of the 2006 Addendum shall remain in full force and effect through January 31, 2009, revised in its entirety as follows:
- "Fordham shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million twenty thousand dollars (\$1,020,000) (the "Guarantee Amount") by January 31, 2009, subject to the provisions set forth below. If as of January 31, 2009, Fordham has not accrued \$1,020,000 in Royalties, Bank will pay Fordham an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Fordham from January 31, 2006 through January 31, 2009 and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Clauses (i) through (iv) of Section 5(a) of the 2006 Addendum."
2. Fordham shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances specified in Section F.2, above) equal to or greater than two million dollars (\$2,000,000) (the "Guarantee Amount") from February 1, 2009 through January 31, 2016, subject to the provisions set forth below. If, as of January 31, 2016, Fordham has not accrued \$2,000,000 in Eligible Royalties, Bank will pay Fordham an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by Fordham from February 1, 2009 through January 31, 2016 and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of

Bank hereunder will be expressly contingent upon the non-occurrence of any of the conditions set forth in Clauses (i) through (iv) of Section F.2, above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of October, 2009 (the "Addendum Effective Date") by and between Fordham University ("Fordham"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Fordham and Bank are parties to an Amended and Restated Affinity Agreement dated as of December 10, 2008 as the same may have been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Fordham; and

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

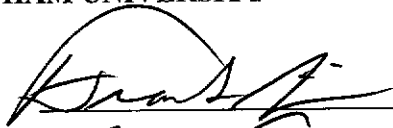
NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Fordham and Bank agree as follows:


1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by deleting the following terms and accompanying definitions: "Gold Option Account" and "Gold Reserve Account".
3. Sections D and E of Schedule A are hereby deleted from the Agreement in their entireties.
4. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to Fordham for Student Credit Card Accounts.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

FORDHAM UNIVERSITY

FIA CARD SERVICES, N.A.

By: 
 Name: FRANK SAMIO
 Title: VP for Finance
 Date: 11/4/09

By: 
 Name: MICHAEL L. PARSONS JR
 Title: SVP
 Date: 11.16.2009

CONFIDENTIAL

**DEPOSIT PROGRAM ADDENDUM
TO THE FORDHAM UNIVERSITY
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of July, 2009, (the "Addendum Effective Date"), by and between Fordham University ("Fordham") and FIA Card Services, N.A., ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Fordham and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of December 10, 2008 (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of Fordham; and,

WHEREAS, Fordham and Bank mutually desire to amend the Agreement to include Deposits (as defined below) as a part of the Program.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.

2. Section 1 of the Agreement is hereby amended to include the following definitions:

"Deposits" means any money market deposit account program, certificate of deposit account program, checking account program, debit card program, savings accounts, and/or individual retirement money market deposit or certificate of deposit program.

"Debit Card Net New Purchases" means the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

3. Fordham and Bank agree that Deposits are part of the Program, as the features, terms and conditions of such Deposits and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Marketing Lists provided by Fordham under the Agreement. Bank may offer Deposits through an affiliate, including without limitation, Bank of

America, N.A. Bank may, in its discretion, solicit Members for Deposits through some or all of Bank's or Bank's affiliate's marketing channels, including certain banking centers.

4. Fordham agrees to exclusively endorse Deposits; and that neither Fordham nor any Fordham Affiliate will, by itself or in conjunction with others, directly or indirectly sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Deposits, of any entity other than Bank. Subject to the foregoing, all of Fordham's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

5. Fordham will permit Bank, at no cost to Bank, to promote Deposits on Fordham's website under the alumni section and on other pages as may be mutually agreed upon by Fordham and Bank. Bank may establish a hyperlink from such promotions to another website to enable a person to apply for certain Deposits (e.g., a checking account with debit card). Fordham will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, including Deposits materials, Fordham will provide Bank with the ability to access any and all pages within the Fordham website(s).

6. In the event that Bank incurs a cost because of a change in the Fordham Trademarks (e.g., the cost of reissuing new credit cards and/or debit cards), after advance notice to Fordham of expected costs, Bank may deduct such costs from any Royalties due Fordham. In the event such costs exceed Royalties then due Fordham, if requested by Bank, Fordham will promptly reimburse Bank for all such costs.

7. During the term, Fordham will receive the royalties for the type of Deposits set forth below. Unless otherwise noted, Fordham will not receive royalties for any other type of Deposits that Bank may offer under the Program, such as money market deposit accounts, certificate of deposits accounts, individual retirement accounts, and savings accounts. In addition, Fordham will not receive royalties on any existing deposit account that is converted to the Program. Unless otherwise noted, payment will be made within forty-five (45) days after the end of each calendar quarter:

(a) \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.

(b) 0.10 % (ten one-hundredths of one percent) of Debit Card Net New Purchases. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

8. Notwithstanding anything contained in the Agreement to the contrary, all royalties that accrue for Deposits under this Addendum, shall, in lieu of direct payment to Fordham, be applied against any Advance(s) and/or Guarantee Amount that Fordham has received or may receive under

the Agreement until such time as all Advance(s) are fully recouped by Bank. Any royalties for Deposits accrued thereafter shall be paid to Fordham in accordance with the terms set forth in this Addendum.

9. Fordham acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. Bank shall not market Bank Products (except "Deposit Offers", as defined below) when using Fordham's Marketing Lists to market Deposits in direct mail copy, in an e-mail, or in an outbound telemarketing solicitation, unless Fordham consents. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

10. The term of this Addendum begins on the Addendum Effective Date and shall run co-terminus with the term of the Agreement. Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only.

11. Upon expiration or the earlier termination the Agreement or, as applicable, this Addendum, Fordham will allow Bank to continue to use the Fordham Trademarks on, and will not attempt to cause the removal of Fordham Trademarks from, any person's credit devices, debit cards, checks, or records of any Customer existing as of expiration or earlier termination of this Agreement or, as applicable, this Addendum, until their normally scheduled reissue date or exhaustion. Following expiration or the earlier termination of the Agreement, or this Addendum, Bank may convert Customers, in its sole discretion, to any other Bank deposit product or service without notice to Fordham; provided that Bank will not imply an endorsement of such other Bank deposit product or service by Fordham.

12. Except as amended by this Addendum, all of 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. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.


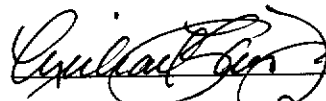
13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect

to the matters covered and no other or 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 executed this Addendum as of the Addendum Effective Date, 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.

FORDHAM UNIVERSITY

FIA CARD SERVICES, N.A.

By:  7/1/05 By: 
Name: FRANK SIMIC Name: MICHAEL L. PARSONS, JR
Title: VP FOR FINANCE Title: SVP