

**LOYOLA COLLEGE IN MARYLAND
SECOND AMENDED AND RESTATED AGREEMENT**

This Agreement is entered into as of this 16th day of October, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business at 1100 King Street, Wilmington, Delaware ("MBNA America"), and LOYOLA COLLEGE IN MARYLAND a having its principal place of business in Baltimore Maryland ("LC"), for themselves, and their respective successors and assigns.

WHEREAS, Loyola College Alumni Association entered into an agreement with Maryland Bank, N.A. last dated December 17, 1984, (the "Original Agreement");

WHEREAS, MBNA America is the successor in interest to Maryland Bank, N.A.;

WHEREAS, LC is the successor in interest to Loyola College Alumni Association;

WHEREAS, LC and MBNA America are parties to the Original Agreement, as the same may have been amended by an Amended and Restated Agreement between LC and MBNA America, last dated November 30, 1994, (the "Amended & Restated Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of LC; and

WHEREAS, LC and MBNA America mutually desire to amend and restate the Amended & Restated Agreement.

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (which is a W-9 tax identification form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
 - (i) A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
 - (ii) A "Staff Credit Card Account" is a Credit Card Account where the primary applicant is a Staff Customer.

- (iii) An "Alumni Credit Card Account" is a Credit Card Account that is not a Student Credit Card Account or a Staff Credit Card Account.
- (c) "Customer" means any Member who is a participant in the Program.
- (i) "Student Customer" means a Customer who is identified by LC or the Customer as an undergraduate or graduate student of Loyola College in Maryland.
 - (ii) "Staff Customer" means a Customer who is identified by LC or the Customer as a staff member or employee of Loyola College in Maryland.
 - (iii) "Alumni Customer" means a Customer who is not a Student Customer or Staff Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, revolving loan programs, deposit programs, and travel and entertainment card programs. This definition shall not include the debit card program, currently made available by LC to Student Members.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (i) "Student Mailing Lists" means a Mailing List of Student Members.
 - (ii) "Staff Mailing Lists" means a Mailing List of Staff Members.
 - (iii) "Alumni Mailing Lists" means a Mailing List of Alumni Members.
- (f) "Member" means a participant and/or other potential participants mutually agreed to by LC and MBNA America.
- (i) "Student Member" means a Member who is an undergraduate or graduate student of Loyola College in Maryland.
 - (ii) "Staff Member" means a Member who is a staff member or employee of Loyola College in Maryland.
 - (iii) "Alumni Member" means a Member who is not a Student Member or Staff Member.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by LC during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF LC

- (a) Except as provided herein, LC agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America.
- (b) LC agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) LC shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain LC's Trademark; such approval shall not be unreasonably withheld or delayed.
- (d) LC shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to LC. Notwithstanding the above, LC may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to LC. Any correspondence received by LC that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.
- (e) LC hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits LC 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.

(f) LC shall provide MBNA America with a subscription without charge to any and all LC publications.

3. ALUMNI MARKETING

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

(b) Upon the request of MBNA America, LC shall provide MBNA America with Alumni Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by LC or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due LC. The initial Alumni Mailing List shall contain at least 20,050 (twenty thousand fifty name) names with corresponding postal addresses and, when available, telephone numbers.

4. STUDENT & STAFF MARKETING

(a) Notwithstanding anything else in this Agreement to the contrary, LC may, from time to time, accept advertising in its student publications, from any financial institution provided that the advertisement does not contain an express or implied endorsement that is in violation of this Agreement, by LC of said financial institution or the advertised Financial Service Product.

(b) LC authorizes MBNA America to solicit its Student Members and Staff Members by direct promotion, and/or advertisements for participation in the Program.

(c) LC may, from time to time, permit MBNA America to solicit its Student Members and/or Staff Members by mail and/or telephone for participation in the Program.

(d) If LC permits such mail and/or telephone solicitation as described in Section 4(c), then upon the request of MBNA America, LC shall provide MBNA America with either Student Mailing Lists or Staff Mailing Lists, as the case may be, free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by LC or its agents for the particular Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due LC.

(e) LC may permit financial institutions other than MBNA America ("Other Financial Institutions") to conduct person-to-person solicitation of its/their products on LC's campus. LC shall not permit the solicitation materials, advertisements, products or credit cards of said Other Financial Institutions to contain any Trademark, any representation of any LC mascot, image or design, any picture of all or part of the LC campus or any building thereon, or the complete, partial or implied name of the Loyola College. LC shall not represent to any Member or individual, that LC prefers any Other Financial Institution product over the Program.

(f) Nothing contained herein shall preclude LC from utilizing any financial institution to provide or service installment loans that support LC's financial aid programs for Student Members.

5. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

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

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

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

6. REPRESENTATIONS AND WARRANTIES

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

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

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

7. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to LC. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide LC with a statement showing the number of Credit Card Accounts opened and the number of Credit Card Accounts renewed during the preceding calendar period.

8. CROSS INDEMNIFICATION

LC and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by LC or MBNA America, respectively as the case may be, or its directors, officers or employees. LC will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

9. PROGRAM ADJUSTMENTS

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

10. CONFIDENTIALITY OF AGREEMENT

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

11. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2001.

12. STATE LAW GOVERNING AGREEMENT

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

13. TERMINATION

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

(b) If either MBNA America or LC becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 13(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

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 6(b), 8, 10, 13(c), and 13(d) shall survive any termination of this Agreement.

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

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

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

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

(1) If to LC:

LOYOLA COLLEGE IN MARYLAND
4501 North Charles Street
Baltimore, MD 21210

ATTENTION: Mr. John A. Palmucci
Vice President for Administration and Finance

Fax #: (410) 617-5073

(2) If to MBNA America:

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

ATTENTION: Mr. Howard C. Wallace
Senior Executive Vice President

Fax #: (302) 432-1395

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

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

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

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

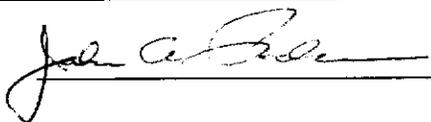
(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance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

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

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

LOYOLA COLLEGE IN MARYLAND

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: John A. Palomares

Name: HOWARD C WALLACE

Title: V.P. ADMINISTRATION & FINANCE

Title: SEVP

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Customers, the current annual percentage rate will be a fixed rate of 17.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
3. For Staff Customers, the current annual percentage rate will be a fixed rate of 17.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Staff Customer's delinquency.
4. For Student Customers, the current annual percentage rate will be a fixed rate of 19.9%, or a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. Alumni Customers

- a. \$10.00 (ten dollars) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- b. \$10.00 (ten dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- c. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni 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, money orders, bets, lottery tickets, or casino gaming chips)).

2. Staff Customers

- a. \$10.00 (ten dollars) for each new Staff Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- b. \$10.00 (ten dollars) for each Staff Credit Card Account for which the annual fee is paid by the Staff Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Staff Credit Card Account which: 1) has a balance greater than zero as of the last business

day of every twelfth month after the opening of that Staff Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

- c. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Staff Customers using a Staff Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

3. Student Customers

- a. \$8.00 (eight dollars) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- b. \$8.00 (eight dollars) for each Student Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- c. \$0.15 (fifteen cents) for each retail purchase transaction made by a Student Customer 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, money orders, bets, lottery tickets, or casino gaming chips)).



MBNA Marketing Systems, Inc.
800 Connecticut Avenue, N.W.
Washington, D.C. 20006

(202) 833-5400

January 15, 1997

Mel Blackburn
Director, Administrative Services
Loyola College in Maryland
4501 North Charles Street
Baltimore, MD 21210-2699

Dear Mel,

During the review of the credit card agreement, MBNA America Bank, N.A. and Loyola College in Maryland entered into October 19, 1996 ("Agreement"), our contract area found two (2) errors in the drafting of the Agreement.

These are:

- 1) A Prime + 10.9% Annual Percentage Rate is reflected for student accounts -- this was intended to be Prime + 9.9%.
- 2) Compensation of \$8.00 for each student account was stated -- this should have been \$8.00 for Graduate Students and \$5.00 for undergraduate students.

We will update the Program to enhance the credit card benefit for your Members by reducing the annual percentage rate available to Student Customers. For undergraduate and graduate Student Customers, the current annual percentage rate will be a fixed rate of 19.9% or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.

In addition, we need to modify the Royalty provisions of the Agreement. These modifications can be rectified by your agreeing to this letter as an amendment to the Agreement. Effective for all your Student Customer Credit Card Accounts as of October 19, 1996 the provisions in Section A, Subpart 3 (a) and 3 (b) of Schedule B of the Agreement are hereby amended to read in their entirety as follows:

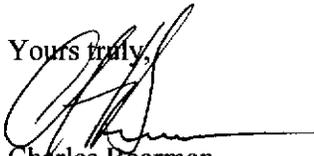
- a. \$8.00 (eight dollars) for each new graduate Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days. \$5.00 (five dollars) for each new undergraduate Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- b. \$8.00 (eight dollars) for each graduate Student Credit Card Account and \$5.00 (five dollars) for each undergraduate Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a

courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

Please indicate Loyola's acceptance of the provisions of this letter amending the Agreement by having a duly authorized officer of Loyola execute two original copies of this letter on behalf of Loyola where indicated below, and returning them to me. After execution by MBNA, I will provide you with an executed original.

As always, should you have any questions or concerns please do not hesitate to contact me at 1-800-789-6262, extension 5401.

Yours truly,


Charles Boarman
Vice President

Accepted and agreed to:
Loyola College in Maryland

By: 

Name: John A. Palmucci

Title: Vice President for Administration
AND FINANCE

Accepted and agreed to:
MBNA America Bank, N.A.

By: 

Name: HOWARD C. WALLACE

Title: SENIOR EXECUTIVE
VICE PRESIDENT

**CUSTOMER LIST ADDENDUM
TO THE LOYOLA COLLEGE IN MARYLAND AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 10th day of FEB, 1999 by and between Loyola College in Maryland ("LCM"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide LCM with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.
3. LCM shall return to MBNA America each Customer List, in the same form as received by LCM within thirty (30) days of receipt of such Customer List. LCM agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.
4. Any Customer List provided to LCM may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to LCM. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:
 - (a) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
 - (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
 - (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.
5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. LCM expressly acknowledges and agrees that LCM has no property right or interest whatsoever in any Customer List. LCM shall hold all Customer Lists in strict and absolute

confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times LCM shall keep in confidence and trust all Customer Lists. LCM further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and LCM specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

6. LCM shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. LCM shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. LCM agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to LCM from time to time. LCM shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of LCM who need such access to perform their duties for LCM. In view of the confidential nature of the Customer List, LCM warrants that LCM and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

7. Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by LCM or its employees, volunteers, agents, and/or representatives, MBNA America 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 Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, LCM agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by LCM and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

8. In the event LCM receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, LCM agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

9. 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. 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.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide LCM with a Customer List) shall survive the termination of the Agreement.

IN WITNESS WHEREOF, each party hereto, by its representative, has 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.

LOYOLA COLLEGE IN MARYLAND

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature]

Name: Brian D. Bowden

Name: JOHN C RICHMOND

Title: Director of Alumni Relations

Title: SEVA

Date: February 3, 1999

Date: 2/10/99

<i>For Internal Use Only</i>	
BP	_____
RMO	_____
RY	_____
RS	_____

**ADDENDUM TO THE LOYOLA COLLEGE IN MARYLAND
SECOND AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 20th day of April, 2002, by and between Loyola College in Maryland ("LC"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LC and MBNA America are parties to an amended and restated affinity agreement dated October 16, 1996, as the same was amended by letter dated January 15, 1997 and addendum dated February 10, 1999 (the "Agreement"); and

WHEREAS, LC and MBNA America mutually desire to extend the term of the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on December 31, 2006.
3. LC's approval rights as specified in Section 2(c) of the Agreement, shall include approval over promotional materials, such as t-shirts, used in the Program and containing LC's name or Trademarks.
4. 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. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

LOYOLA COLLEGE IN MARYLAND

By: 

Name: Michael J. Goff

Title: V.P., Development & College Rel.

Date: March 25, 2002

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Durrah

Title: Senior Executive Vice President

Date: April 26, 2002

**TRAVEL REWARDS ADDENDUM
TO THE LOYOLA COLLEGE IN MARYLAND, INC. AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 27 day of March, 200~~2~~³, by and between **Loyola College in Maryland, Inc.** ("LC"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

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

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

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by LC under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

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

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

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

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

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

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

LOYOLA COLLEGE IN MARYLAND, INC.

MBNA AMERICA BANK, N.A.

By: Michael J. Goff

By: Michael Durrod

Name: Michael J. Goff
Vice President for

Name: Michael Durrod

Title: Development and College
Relations

Title: SE VP

Date: March 19, 2003

Date: 4/8/03

Attachment #1

I. Reward Enhancement Brief Product Description

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

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

II. Reward Credit Card Account Royalties

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

- A. \$10.00 (ten dollars) for each new Alumni Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to an Alumni Reward Credit Card Account.
- B. \$10.00 (ten dollars) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Reward Credit Card Account which:
1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Alumni Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month,

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

January 31, 2007

Michael Goff
Vice President for Development and College Relations
Loyola College in Maryland
4501 North Charles Street
Baltimore, MD 21210

RE: Amendment and Extension of Agreement

Dear Mr. Goff:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and Loyola College in Maryland ("LC") would like to extend the current term of the Second Amended and Restated Affinity Agreement dated October 16, 1996 (as it may have been amended) wherein Bank provides financial services products to customers of LC (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended from December 31, 2006 to June 30, 2007, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least ten (10) days prior to the last date of the then current term.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

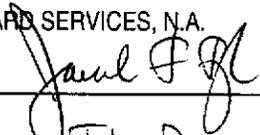
To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,


Rachel Wolf
Account Executive

Accepted and agreed:

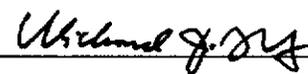
FIA CARD SERVICES, N.A.

By:  2/22/07

Name: Jake Progo

Title: SVP

LOYOLA COLLEGE IN MARYLAND

By: 

Name: Michael J. Goff

**Vice President for Development
and College Relations**

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of October, 2007 (the "Effective Date"), by and between Loyola College in Maryland ("LC") and FIA Card Services, N. A., f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, LC and Bank are parties to a Second Amended and Restated Agreement dated as of October 16, 1996, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of LC; and

WHEREAS, LC and Bank mutually desire to extend the term of the Agreement, add Group Incentive Program Accounts, Emerging Credit Card Accounts, Emerging Credit Card Reward Accounts, and Reward GIP Accounts as another aspect of the Program.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on September 30, 2014. Thereafter, the Agreement shall be extended upon the mutual agreement of the parties. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to LC's obligations under the Agreement to exclusively endorse the Program, LC agrees that, except during the one hundred eighty (180)-day period preceding the end of the current term or any renewal term of this Agreement, it will not 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 similar to those offered by the Program. Nothing in this Section 3 shall modify or otherwise limit the application of Section 4(e) of the Agreement.
4. The following definitions are hereby added to Section 1 of the Agreement as follows:
 - "Alumni Emerging Credit Card Account" means an Alumni Credit Card Account coded by Bank with one of Bank's risk management identifiers.
 - "Alumni Emerging Credit Card GIP Account" means an Alumni Emerging Credit Card Account opened pursuant to a GIP in which LC complies with the GIP provisions of this Agreement.
 - "Alumni Emerging Credit Card Reward Account" means an Alumni Emerging Credit Card Account carrying the Emerging Credit Card Reward Enhancement and opened pursuant to the Program.
 - "Emerging Credit Card Reward Enhancement" means the loyalty reward Emerging Credit Card Account enhancement as provided through Bank and offered as part of the Program for

Emerging Credit Card Reward Accounts. The Emerging Credit Card Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

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

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

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

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

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

“Student Emerging Credit Card Account” means a Student Credit Card Account coded by Bank with one of Bank’s risk management identifiers.

“Student Emerging Credit Card Reward Account” means an Alumni Emerging Credit Card Account carrying the Emerging Credit Card Reward Enhancement and opened pursuant to the Program.

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

5. The following is hereby added to the Agreement as a new Section 15:

“15. 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 LC pursuant to any GIP. In that regard, LC will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle LC to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by LC 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 B.
- (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 LC

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 LC pursuant to any GIP will be deducted from any or all Royalty payments due LC under this Agreement.
- (e) LC 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.

6. Effective October 1st, 2007, Section II.C of Attachment #1 to the Travel Rewards Addendum dated as of March 27, 2003, is hereby deleted in its entirety and is hereby replaced with new Sections C and D as follows:

II. Alumni Reward Credit Card Account Royalties

- C. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. \$75.00 (seventy-five dollars) for each Alumni 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 Alumni 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 Alumni Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

7. Schedule B of the Agreement is hereby amended by adding new Sections B, C, D, E, F and G as follows:

SCHEDULE B

B. ALUMNI GIP ACCOUNTS

Alumni GIP 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 Alumni GIP Accounts.

- 1. \$75.00 (seventy-five dollars) for each Alumni GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Alumni 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.

C. STUDENT REWARD CREDIT CARD ACCOUNTS

Student 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 Student Reward Credit Card Accounts.

1. \$8.00 (eight dollars) for each new Student Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Student Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Student Credit Card Account which, after opening, converts to a Student Reward Credit Card Account, or for any Reward GIP Account.
2. \$8.00 (eight dollars) for each Student 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 Student 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 Student Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Student Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

D. 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. \$3.00 (three dollars) for each new Alumni Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Alumni Customer within the first ninety (90) consecutive days of the Alumni 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. \$3.00 (three dollars) for each Alumni Emerging Credit Card Account for which the annual fee is paid by the Alumni 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 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 Alumni 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 Alumni Customers using an Alumni 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. \$3.00 (three dollars) for each new Student Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Student Customer within the first ninety (90) consecutive days of the Student 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.
5. \$3.00 (three dollars) for each Student Emerging Credit Card Account for which the annual fee is paid by the Student 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 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 Student Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
6. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Student Customers using an Student 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)).
7. \$25.00 (twenty-five 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 Alumni Customer within the first ninety (90) 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.

E. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card 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 Emerging Credit Card Reward Accounts.

1. \$3.00 (three dollars) for each new Alumni Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is

utilized by the Alumni Customer within the first ninety (90) consecutive days of the Alumni Emerging Credit Card Reward Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Alumni Emerging Credit Card Account which, after opening, converts to an Alumni Emerging Credit Card Reward Account, or for any Alumni Emerging Credit Card Reward GIP Account.

2. \$3.00 (three dollars) for each Alumni Emerging Credit Card Reward Account for which the annual fee is paid by the Alumni 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 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 Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Emerging Credit Card 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, bets, lottery tickets, or casino gaming chips)).
4. \$3.00 (three dollars) for each new Student Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Student Customer within the first ninety (90) consecutive days of the Student Emerging Credit Card Reward 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.
5. \$3.00 (three dollars) for each Student Emerging Credit Card Reward Account for which the annual fee is paid by the Student 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 Emerging Credit Card 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 Student Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
6. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Student Customers using an Student Emerging Credit Card 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)).
7. \$25.00 (twenty-five dollars) for each Alumni Emerging Credit Card Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Alumni Customer within the first ninety (90) consecutive days of the Alumni Emerging Credit Card 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 Alumni Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. ROYALTY ADVANCE

1. Upon full execution of this Addendum, and upon each annual anniversary of the Effective Date during the term of this Agreement through October 1, 2013, Bank shall pay to LC the sum of seventy-five dollars (\$75,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued (other than the opening account Royalty for Alumni GIP Accounts, Alumni Reward GIP Accounts, Alumni Emerging Credit Card GIP Accounts, and Alumni Emerging Credit Card Reward GIP Accounts), hereinafter referred to, collectively, as "GIP Royalties," which shall be paid currently in accordance with Section 7 of this Agreement) shall, in lieu of direct payment to LC, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties (other than GIP Royalties) accrued thereafter shall be paid to LC as set forth in this Agreement.

Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to LC hereunder, and (y) LC hereby promises to pay Bank upon demand an amount equal to the excess, if any, of the total amount of the Advance(s) paid by Bank over 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 prior to September 30, 2014 other than by reason of Bank's material breach thereof or Bank's insolvency pursuant to Section 13(b) of this Agreement;
- (ii) There is a material breach by LC of any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) 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.

For the purposes of Section F(1), any breach of the exclusivity or the endorsement provisions of the Agreement by LC, LC's unreasonable delay or failure to approve marketing materials, LC's failure to maintain the Trademarks for use by Bank, and/or any unreasonable restriction imposed by LC as to use of marketing channels or other marketing restrictions is a "material breach" of the Agreement.

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

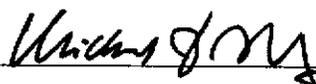
G. ROYALTY GUARANTEE.

LC shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) at least equal to five hundred-twenty-five thousand dollars (\$525,000) (the "Guarantee Amount") by September 30, 2014, subject to the provisions set forth below. If on September 30, 2014, LC has not accrued \$525,000 in Royalties (excluding the GIP Royalties), Bank will pay LC an amount equal to the Guarantee Amount minus the sum of all Royalties (other than GIP Royalties) accrued by LC through September 30, 2014 of this Agreement 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 Subsection F.1., above.

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

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

LOYOLA COLLEGE IN MARYLAND

By: 
Name: Michael J. Goff
Title: Vice President for
Development and College Relations
Date: November 29, 2007

FIA CARD SERVICES, N.A.

By: 
Name: DAVID B. BOOTH
Title: SUP
Date: 1.29.08