

SAINT JOSEPH'S UNIVERSITY
AFFINITY AGREEMENT

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This Agreement is entered into as of this 4th day of October, 1995 (the "Effective Date") by and between **MBNA AMERICA BANK, N.A.**, a national banking association having its principal place of business in Newark, Delaware ("**MBNA America**"), and **SAINT JOSEPH'S UNIVERSITY**, having its principal place of business in Philadelphia, Pennsylvania ("**SJU**") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) and mutually agreed to by SJU containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means alumni, faculty, and staff of SJU and/or other potential participants mutually agreed to by SJU and MBNA America. SJU shall not be obligated to release information regarding a Member if such Member or agent for such Member has filed with the University an appropriate objection to the disclosure of such information.
- (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 SJU prior to or during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF SJU

- (a) SJU 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; (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; and (iii) no SJU publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America. Notwithstanding anything contained herein to the contrary, MBNA America acknowledges that SJU may be a participating employer in various employee credit unions, and no provision of this Agreement is intended to preclude SJU from continuing its participation in such credit unions, nor from commencing or initiating membership or participation in similar activities or arrangements so long as SJU does not expressly endorse or promote Financial Service Products, as defined herein, of other financial institutions.

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

(c) SJU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program. **Students may be solicited via on-campus promotions unless otherwise mutually agreed upon.**

(d) SJU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain SJU's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, SJU shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by SJU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due SJU. The initial Mailing List shall contain at least 30,000 (thirty thousand) names with corresponding postal addresses and, when available, telephone numbers.

(f) SJU 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 SJU.

(g) SJU 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 permitted 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 SJU from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

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

3. 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 SJU.
- (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 SJU.
- (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 SJU. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by SJU.

4. REPRESENTATIONS AND WARRANTIES

- (a) SJU 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) SJU represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to SJU. 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.

6. CROSS INDEMNIFICATION

SJU and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by SJU or MBNA America, respectively as the case may be, or its directors, officers or employees. SJU 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 indemnification by the other party.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. 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.

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on October 4, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eight (180) days, prior to the last date of such term or renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or SJU, 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 SJU 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 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by SJU to the Members. Upon termination of this Agreement, SJU shall not attempt to cause the removal of SJU'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.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 6, 8, 11(c), and 11(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 SJU:
SAINT JOSEPH'S UNIVERSITY
5600 City Avenue
Philadelphia, PA 19131-1395

ATTENTION:Ms. Maureen E. Cullen
Vice President, Development

(2) If to MBNA America:

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

ATTENTION:David L. Harris
Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and SJU 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 SJU 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.

SAINT JOSEPH'S UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Maurice E Cullen

By: David L. Harris

Name: Maurice E Cullen

Name: David L. Harris

Title: Vice President for
Development

Title: Executive Vice President

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 variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the **Alumni** Customer's delinquency.
3. **Alumni** Customers will be offered an introductory rate for cash and retail purchases for the first six months of opening an **Alumni** Customer Credit Card Account. The current rate is 7.9% fixed. *ACC*
DA
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.
5. **For Student Customers the current annual percentage rate will be 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.** *ME*
DA

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

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

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay SJU 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 underpayment or overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Customer 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.
3. 0.50% of all retail purchase transaction dollar volume generated by **Alumni** Customers using an **Alumni** Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions). *MLL*
4. 0.50% of all balance transfers and cash advance volume generated by **Alumni** Customers using an **Alumni** Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 1% (one percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.
6. **0.25% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).**

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B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. ROYALTY ADVANCE

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to SJU, as an advance against future Royalties, the sum of \$20,000 (twenty thousand dollars) (the "Advance"). All Royalties earned by SJU pursuant to this Agreement shall, in lieu of direct payment to SJU, be applied by MBNA

America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to SJU as provided in this Agreement. SJU hereby promises to pay MBNA America upon demand any difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, only in the event any of the following should occur:

- (i) SJU materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;
 - (ii) SJU ceases to endorse the Program as provided in Section 2(a) (i) through (iii) of this Agreement during the term of this Agreement; or
 - (iii) MBNA America is prohibited or otherwise prevented from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or
 - (iv) MBNA America is prohibited from promoting the Program on campus at locations approved by SJU through direct promotion campaigns (e.g., tabling and posterings).
2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full Mailing List.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 30th day of April, 2007 by and between Saint Joseph's University ("SJU"), and FIA Card Services, NA. f/k/a MBNA America, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, SJU and Bank are parties to an Affinity Agreement dated as of October 4, 1995, 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 SJU; and

WHEREAS, SJU and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SJU 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 December 31, 2011. This section shall supersede all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement:

"Alumni Credit Card Account" is a Credit Card Account opened through an application coded by Bank as an alumni application.

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

"Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

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

"Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

"Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by Bank from time to time, in its sole discretion.

"Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which SJU complies with the GIP provisions of the Agreement.

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

“GIP Account” means a consumer Credit Card Account opened pursuant to a GIP in which SJU 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 loan account opened by a Member in response to marketing efforts made 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 loan account opened by a Member in response to marketing efforts made pursuant to the Program.

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

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

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

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

“Reward Enhancement” means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points as determined by Bank from time to time, in its sole discretion.

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

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

4. The Agreement is hereby amended by deleting Section 1(d) and replacing it with the following new section 1(d):

“(d) “Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, travel and entertainment card program, and other related financial service programs. This definition shall include any credit card program offered to students, faculty, and staff of SJU. This definition shall not include any charge card program, debit card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program offered to students, faculty and staff of SJU.”

5. The Agreement is hereby amended by deleting Section 1(f) and replacing it with the following new Section 1(f):

“(f) “Member” means alumni of SJU and/or other potential participants agreed to by SJU and Bank. SJU shall not be obligated to release information regarding a Member if such

Member or agent for such Member has advised SJU that such Member objects to the disclosure of such information.”

6. The second sentence of 2(c) is amended to read as follows:

“Students may be solicited via on-campus promotions with SJU’s prior approval.”

7. The Agreement is hereby amended by adding the following new Section 13:

“13. 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 SJU pursuant to any GIP. In that regard, SJU will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle SJU 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 SJU 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 SJU pursuant to any GIP. Bank will have approval and control of the scope, timing, content and continuation of any GIP. Bank shall be fully responsible for ensuring that all materials approved by Bank and actions taken by Bank pursuant to a GIP fully comply with all applicable laws, including without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of SJU pursuant to any GIP will be deducted from any or all Royalty payments due SJU under this Agreement, which Bank shall document. Bank shall advise SJU in advance of the costs to be incurred.
- (e) SJU will comply with Bank's instructions, and shall comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.”

8. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1 hereto.

9. 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.

SAINT JOSEPH'S UNIVERSITY

By: *Louis J. Mayer*
Name: LOUIS J. MAYER
Title: V.P. FOR FINANCIAL AFFAIRS

FIA CARD SERVICES, N.A.

By: *Jack Frey*
Name: Jack Frey
Title: SVP

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay SJU a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for SJU 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer 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 consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using 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. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.
6. For each calendar year set forth below (and only those calendar years), the percentage of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, and/or unauthorized transactions) set opposite the applicable calendar year:

Calendar Year

Percentage of Cash Advance and
Cash Equivalent Transaction Dollar Volume

2007	0.50%
2008	0.25%
2009	0.10%

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an 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, bets, lottery tickets, or casino gaming chips)).
4. 0.16% (sixteen 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, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty 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.

C. BUSINESS CREDIT CARD ACCOUNTS

Business 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 Business Credit Card Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
2. \$40.00 (forty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety consecutive days, and which is utilized by the Customer within the first ninety days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-account Royalty.

D. BUSINESS REWARD ACCOUNTS

Business 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 Business Reward Credit Card Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfer, bets, lottery tickets, or casino gaming chips). *JM 8/29/07*
2. \$40.00 (forty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the 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 Business Reward GIP Account will not qualify for any other opening-of-account Royalty. *JM 8/29/07*

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

G. DEPOSIT ACCOUNTS

1. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

H. ROYALTY ADVANCE

Upon full execution of this Agreement, Bank shall pay to SJU the sum of fifty thousand dollars (\$50,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to SJU, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to SJU as set forth in this Agreement. Notwithstanding the foregoing, SJU hereby promises to pay Bank upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by Bank against the Advance 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 December 31, 2011,
- (ii) SJU breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least two (2) 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; and

I. ROYALTY GUARANTEE

SJU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than fifty thousand dollars (\$50,000) (the "Guarantee Amount") by December 31, 2011, subject to the provisions set forth below. If by December 31, 2011, SJU has not accrued \$50,000 in Royalties, Bank will pay SJU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by SJU during the initial term of this Agreement and the amount of any unrecouped Advance. 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 H., above.

Via Overnight Delivery

September 27, 2011

Ms. Maureen E. Cullen
Vice President - Development
Saint Joseph's University
5600 City Avenue
Philadelphia, PA 19131-1395

Dear Ms. Cullen:

I am writing to inform you that following a comprehensive review of the Saint Joseph's University credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Affinity Agreement entered into as of October 4, 1995, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 12(f) of the Agreement and Section 2 of the Term Extension Addendum entered into as of April 30, 2007.

The Agreement's expiration date is December 31, 2011.

We have appreciated your endorsement.

Sincerely,



Marc F. Caren
Vice President
FIA Card Services, N.A.