

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and SHORTER COLLEGE ALUMNI ASSOCIATION, having its principal place of business in Rome, GA (hereinafter referred to as "SCAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A, B, and C.
- (b) "Anniversary Date" means August 31, 1996, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, long distance calling card services and deposit services.
- (d) "Customer" means any Member who is a participant in the Program.

(e) "Mailing Lists" means updated and current lists, magnetic tapes, and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(f) "Member" means members of SCAA plus other participants mutually agreed to by SCAA and MBNA America.

(g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.

(h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by SCAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate SCAA with Royalties generated thereby, and SCAA agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members.

3. RIGHTS AND RESPONSIBILITIES OF SCAA

- (a) SCAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. SCAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. SCAA further agrees that during the term of this Agreement, no SCAA publication shall carry advertisements for any other Financial Services.
- (b) SCAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) SCAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either SCAA's Trademark or the endorsement of SCAA which approval shall not be unreasonably withheld or delayed.
- (d) SCAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by SCAA.

(e) SCAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to SCAA.

(f) SCAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. SCAA hereby grants MBNA America a limited, non-exclusive license to use its 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 of any successor corporation or organization as well as any Trademarks used or acquired by SCAA during the term of this Agreement. Nothing stated in this Agreement prohibits SCAA 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 Services.

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

4. 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

approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of SCAA.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of SCAA. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by SCAA.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to SCAA all Royalties set forth in Schedules A, B, and C, attached and incorporated herein. SCAA shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

SCAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by SCAA or MBNA, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform SCAA prior to such an adjustment. In the event the change increases the fees or finance charges

to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and SCAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision).

However, MBNA America and SCAA shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a three (3) year period beginning August 31, 1993 until August 31, 1996. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least ninety (90) (but not more than one hundred and eighty (180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) Schedules A, B, and C are accurate as of August 31, 1993, and MBNA America shall not adjust the rate provisions of this Schedule A for ninety (90) days from

such date.

(c) 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 SCAA to the Members. Upon termination or expiration of this Agreement, SCAA shall not take action with MBNA America, or any other person to cause the removal of SCAA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware 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 or default of this Agreement by MBNA America or SCAA, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or SCAA becomes insolvent in that its liabilities exceed its assets, is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall

immediately terminate. Any license granted or Mailing Lists provided under this Agreement shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8 and 9(c) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any right or any future 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 received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to SCAA:

SHORTER COLLEGE ALUMNI ASSOCIATION

315 Shorter Ave.

Rome, GA 30165

ATTENTION: Mr. Wayne Dempsey

Vice President for Administration and

Institutional Advancement

(ii) If to MBNA America:

MBNA AMERICA BANK, N.A.

400 Christiana Road

Newark, Delaware 19713

ATTENTION: Mr. William P. Morrison

Executive Vice President

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

(g) This Agreement 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 either party or its employees, officers or agents shall be valid and binding.

(h) It is agreed and understood that MBNA America, and SCAA are not agents, representatives or employees of each other.

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

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

SHORTER COLLEGE ALUMNI ASSOCIATION

Dated this 31 day
of August, 1993

By: Wayne W. Dempsey

Title: Vice President for Administration
and Institutional Advancement

MBNA AMERICA BANK, N.A.

Dated this 31 day
of August, 1993

By: Jim Moran

Title: EXECUTIVE VICE PRESIDENT

SCHEDULE A

I. TERMS AND FEATURES

Subject to MBNA America's right to vary the terms and features of the program, and to the terms and conditions entered into between MBNA America and each Customer.

A. Credit Card Accounts

- o There is NO Annual Fee for the first year for the Members.
- o The Annual Fee, when applied, is:
 - \$40.00 Gold Credit Card Account;
 - \$20.00 Preferred Credit Card Account;
- o The current Annual Percentage Rate for Alumni Members of SCAA will be a fixed rate of 17.9%, or a variable rate of prime rate plus 9.9%, which is currently 15.9%. The prime rate will be the highest U.S. prime rate as published in the Money Rates Section of The Wall Street Journal. A Customer's rate may also vary depending on the payment history of the Customer and will be determined on a quarterly bases. The terms referenced above will be subject in all respects to the terms set forth in the Credit Card Agreement entered into between MBNA America and each such Customer, as the same may be amended from time to time.
- o The current Annual Percentage Rate for Student Members of SCAA is 17.9%.

B. GoldReserve Accounts

- o There is No Annual Fee for the first six months for the Members.
- o The Annual Fee the second six months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- o The current Annual Percentage Rate is 17.9%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay SCAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by a Member of SCAA which remains open for at least ninety (90) days.
- o \$3.00 each year a Credit Card Account is renewed by a Member of SCAA, and an Annual Fee is paid by Customer.
- o \$0.15 per retail transaction made by Members of SCAA (net refunds and returns).
- o \$15.00 for every Gold Credit Card Account opened by SCAA, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by SCAA. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by SCAA must be approved in writing by MBNA America prior to distribution.
- o \$10.00 for every Preferred Credit Card Account opened by SCAA, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by SCAA. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by SCAA must be approved in writing by MBNA America prior to distribution.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS
(OFFERED TO ALUMNI MEMBERS ONLY)

1. \$0.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Reserve Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- (a) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average ("DMF") seven-day yield.
- (b) Customers receive a separate "Rate Advantages" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum; balances between \$2,500 and \$14,999 earn the actual DMF.
- (c) Customers receive bonus rates for a specified period of time mutually agreed to by MBNA America and SCAA for accounts and/or deposits obtained from specified direct mail solicitations.
- (d) Customers may write up to three (3) checks per statement cycle.
- (e) Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

- (a) The interest rate for the stated term of the CD is guaranteed to stay the same.
- (b) Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- (c) There will be penalties assessed for early withdrawal according to the terms of the CD.
- (d) Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. MMDA AND CD

- (a) All eligible deposits will be insured consistent with FDIC regulations (currently insured to \$100,000 per depositor);
- (b) Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily;
- (c) A minimum deposit of at least \$2,500 is required to establish each account.
- (d) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America (currently no charge for this service if funds are wired within the

continental U.S.).

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of SCAA Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of SCAA Members obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

**SHORTER COLLEGE ALUMNI ASSOCIATION
TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 29 day of June, 2000 by and between Shorter College Alumni Association ("SCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SCAA 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 SCAA; and

WHEREAS, SCAA and MBNA America mutually desire to extend the term of the Agreement and modify the compensation;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SCAA 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 August 31, 2005. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to SCAA's obligations under the Agreement to exclusively endorse the Program, SCAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Services of any organization other than MBNA America.
4. Effective for compensation accruing on or after July 1, 2000, the compensation for consumer Credit Card Accounts shall be as set forth on Attachment 1 to this Addendum.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises,

negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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.

SHORTER COLLEGE ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Brooks E. McCommons*

By: *Terri C. Murphy*

Name: *Brooks E. McCommons*

Name: *Terri C. Murphy*

Title: *Director of Development*

Title: *Marketing Director*

Date: *06-29-00*

Date: *8/3/00*

ac 7/27/00

Attachment 1

ROYALTY ARRANGEMENT

During the term of the Agreement, MBNA America will pay SCAA 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:

CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer 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)).

FIA CARD SERVICES™

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

Tel: 800.441.7048

VIA Overnight Delivery

May 17, 2011

Mr. Wayne Dempsey
Vice President for Administration and
Institutional Advancement
Shorter University Alumni Association
315 Shorter Avenue
Rome, Georgia 30165

Dear Mr. Dempsey:

I am writing to inform you that following a comprehensive review of the Shorter University Alumni Association (f/k/a Shorter College Alumni Association) credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement last dated August 31, 1993, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9(a) of the Agreement, as it has been amended by Section 2 of that certain Term Extension Addendum to the Agreement dated June 29, 2000.

The Agreement's expiration date is **August 31, 2011**.

We have appreciated your endorsement.

Sincerely,



Lance L. Layton
Vice President
FIA Card Services, N.A.

Cc: Mr. Mark Tunnell
Director of Alumni Relations
Shorter University Alumni Association
315 Shorter Ave
Rome, GA 30165