

## AGREEMENT

This is the record dated October 14, 2002 of an Agreement effective as of July 1, 2002 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and SYRACUSE UNIVERSITY, an educational institution having its principal place of business in Syracuse, New York ("Syracuse University") for themselves, and their respective successors and assigns.

### 1. Recitals.

(a) Syracuse University and MBNA America are parties to an Amended and Restated Affinity Agreement effective as of July 1, 2002, pursuant to which MBNA America provides certain financial services to students, alumni and other persons included in certain lists provided to MBNA America by Syracuse University.

(b) In furtherance of its educational mission, Syracuse University desires to further facilitate the availability of MBNA America's financial services to students, employees and other members of the Syracuse University community. MBNA America believes that it can effectively deliver such services by, among other things, making them available through promotion at certain athletic events in which Syracuse University's intercollegiate athletic teams participate.

(c) The parties are entering into this Agreement as an arrangement separate and distinct from the Affinity Agreement, in order to set forth the terms and conditions upon which MBNA America will be permitted to offer its services to persons who are present at Syracuse University intercollegiate athletic events.

2. Events at Which Promotions will Occur. Syracuse University shall permit MBNA America to conduct direct promotion events for the Program at the following athletic events:

(a) all men's and women's regular season home basketball games during the term of this Agreement;

(b) all regular season home football games during the term of this Agreement;

(c) all men's and women's regular season home lacrosse games during the term of this Agreement; and

(d) any other Syracuse University regular season home athletic event of MBNA America's choice that occurs during the term of this Agreement, so long as Syracuse University is notified by MBNA America of when it desires to conduct a direct promotion event at least three weeks prior to the event.

3. **Manner of Promotion.** MBNA America's direct promotions shall be conducted in a manner that is mutually agreeable to the parties and that is designed to achieve the business goals of the parties without jeopardizing the tax exempt status of Syracuse University or the premises at which such events are conducted. Without limiting the foregoing, MBNA America agrees that its promotion locations will be operated in a manner that is consistent with its prior marketing campaigns and that MBNA America people and representatives will remain near the locations.

4. **Announcements.** Syracuse University shall provide a minimum of three public address announcements and concurrent scoreboard messages per game or event, the timing of which will be mutually agreed to by the parties and the content of which will be determined by MBNA America and approved by Syracuse University, which approval shall not be unreasonably withheld or delayed.

5. **Storage Space.** Syracuse University agrees that throughout the term of this Agreement it will supply MBNA America with secure storage space, sufficient to accommodate MBNA America's reasonable needs in connection with direct promotions, near the applicable athletic facility at a location mutually determined between MBNA America and Syracuse University. The storage space allotted to MBNA America must be accessible to the representatives of MBNA America at all times. MBNA America shall procure, at its sole expense, any insurance coverage that it desires for its equipment to be stored at such locations, and shall bear the sole risk of loss with respect to any damage or destruction of such equipment.

6. **Exclusivity.** MBNA America or their designee shall be the exclusive in-person solicitor of credit/charge card devices and services at each Syracuse University athletic event.

7. **Compensation.** In consideration of the benefits expected to be realized by MBNA America under this Agreement, MBNA America shall pay to Syracuse University compensation as outlined in Schedule A of this Agreement.

8. **Term; Termination.** This Agreement shall commence on the Effective Date and shall remain in effect through June 30, 2010 unless sooner terminated as provided below. Any renewal of this Agreement shall be upon mutual written agreement of the parties.

9. **Termination.**

(a) This Agreement may be terminated as follows:

(i) In the event of any material breach of this Agreement by MBNA America or Syracuse University, the other party may terminate this Agreement by giving notice to the breaching party. This notice shall (A) describe the material breach; and (B) state the party's intention to terminate this Agreement. If the breaching party does not cure such breach within sixty (60) days after receipt of notice (the "Cure Period"), then this Agreement shall terminate thirty (30) days after the expiration of the Cure Period without further notice.

(ii) If either MBNA America or Syracuse University 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.

(iii) While this Agreement is intended to establish a relationship between the parties that is separate and distinct from the relationship established by the Affinity Agreement, the parties acknowledge that if circumstances occur in which MBNA America is no longer offering services pursuant to the Affinity Agreement, either or both parties may wish to discontinue the direct promotions under this Agreement for valid business reasons. As such, at any time after the Affinity Agreement is terminated in accordance with its terms, either party may terminate this Agreement upon not less than 30 days' prior written notice to the other party.

(b) If this Agreement is terminated as a result of a breach by Syracuse University, then MBNA America shall, without any other remedies available to it, be entitled to demand a return of unearned royalties under the Affinity Agreement as described in Section E.1. of Schedule B to the Affinity Agreement.

**10. Cross Indemnification.** MNBA America and Syracuse University (the "Indemnitors") each shall indemnify and hold harmless the other party and its trustees, directors, officers, agents, employees, affiliates, successors, and assigns (collectively, the "Indemnitees") from and against any and all liabilities, losses, causes of action, claims, and the reasonable costs and expenses incurred in connection therewith ("Losses"), which are proximately caused by the negligent or intentional act or omission of the Indemnitor or its trustees, directors, officers, agents, employees or affiliates, and which are related to this Agreement or the subject matter hereof ("Claims"). Each party to this Agreement shall notify the Indemnitor in writing (in the manner provided in this Agreement) within fifteen (15) business days of receiving notice of the commencement of any litigation or similar proceeding with respect to a Claim, unless the Indemnitor is also named as a defendant in such litigation or proceeding. The parties agree that (i) neither party shall take any action that would substantially, materially, and unfairly prejudice the Indemnitor's defense of any such litigation or proceeding (an "Action"), and (ii) the Indemnitor may respond to and defend such litigation or proceeding as it determines in its sole discretion. If notice is not timely given as set forth above, or if an Action is taken by a party without the prior written consent of the Indemnitor, the Indemnitor shall be released and discharged from any obligation under this Section 10 with respect to the Claim to which the Action or the omitted or untimely notice relates.

**11. Force Majeure.** Neither party shall be liable for failure to perform any duty or obligation under this Agreement, other than an obligation to pay money as and when due, if such failure is occasioned by any act of God, fire, labor dispute, inevitable accident, war or any other cause outside the reasonable control of the party that had the duty to perform; provided, however, that the non-performing party shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

12. **Independent Contractors.** The parties shall be independent contractors and not joint venturers, principal and agent, or any other similar relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

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

(i) If to Syracuse University:

SYRACUSE UNIVERSITY  
Department of Athletics  
Athletics -- Main Office  
Manley Field House  
Syracuse, New York 13244-5020

ATTENTION: Michael D. Veley  
Associate Director of Athletics -- External Affairs

Fax #: (315) 443-3405

(ii) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Rodney Square  
Wilmington, Delaware 19713

ATTENTION: William P. Morrison  
Director of National Sales

Fax #: (302) 432-0805

Either party may change the address to which communications are to be sent by giving notice, as provided in this Section 13, of such change of address.

14. **Entire Agreement; Modification.** This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings or representations, whether oral or written, by either party. No amendment or modification of this Agreement shall be valid or enforceable unless made in writing and signed by the parties.

15. **Waiver.** A waiver of any provision or breach of this Agreement must be in writing and signed by the party making the waiver in order to be effective and binding. The waiver of any breach of this Agreement by either party shall not operate or be construed as a

waiver of any subsequent breach. The waiver of any term or condition of this Agreement by either party shall not operate or be construed as a waiver of any other term or condition.

16. **Assignment; Binding Effect.** Syracuse University may not assign any of its rights or obligations under or arising from this Agreement without the prior written consent of MBNA America, which shall not be unreasonably withheld. MBNA America may not assign or transfer any of its rights or obligations under or arising from this Agreement without the prior written consent of Syracuse University, which shall not be unreasonably withheld; provided however that MBNA America may assign or transfer, without Syracuse University's consent, any of its rights and/or obligations under this Agreement to a subsidiary or an entity controlling, controlled by or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate.

17. **Applicable Law.** 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.

18. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

The parties' assent to this Agreement as of the date set forth at the beginning is established by their signatures below.

SYRACUSE UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Louis G. Marocco

By: Michael Durkin

Name: LOUIS G MARCOCCIA

Name: MICHAEL DURKIN

Title: SENIOR VICE PRESIDENT

Title: SEVP

for BUSINESS, FINANCE, AND  
ADMINISTRATIVE SERVICES

10/28/02

## SCHEDULE A

### COMPENSATION ARRANGEMENT

During the term of this Agreement, MBNA America will pay Syracuse University compensation calculated as follows, for those accounts with active charging privileges. All compensation payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of compensation by MBNA America from and after the Effective Date:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each credit card account opened as a result of the solicitation activities contemplated by this Agreement (collectively, "Credit Card Accounts") which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each 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 compensation will be paid for each consumer Credit Card Account which: 1) has a balance other 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% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account issued to a person who is not a Syracuse University student (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)).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account issued to a person who is a Syracuse University student (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)).

#### B. COMPENSATION ADVANCE

Upon the due execution and delivery of this Agreement by the parties, but no later than October 15, 2002, and upon each subsequent July 1<sup>st</sup> during the term of this Agreement up to and including July 1, 2009, MBNA America shall pay to Syracuse University the sum of \$70,000 (seventy thousand dollars) (each, an "Advance"), as an advance against future compensation accrued on all Credit Card Accounts under this Agreement. All compensation accrued under this Agreement starting as of July 1, 2002 shall, in lieu of direct payment to Syracuse University, be applied against the Advance until such time as the Advance is fully recouped. Any compensation accrued thereafter shall be paid to

Syracuse University as set forth in this Agreement. If during any given year, MBNA America recoups all prior Advances paid by it to Syracuse University in prior years from and after the Effective Date, and pays Syracuse University compensation accrued by Syracuse University over and above the compensation used by MBNA America to recoup such prior Advances (the "Paid Out Compensation"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Compensation. Notwithstanding the foregoing, Syracuse University hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advances paid and the total amount of accrued compensation credited by MBNA America against the Advances as of the date of such demand, in the event that MBNA America is prohibited from conducting on campus promotion campaigns at Syracuse University athletic events, as required by this Agreement.

C. COMPENSATION GUARANTEE

Syracuse University shall be guaranteed to accrue compensation under this Agreement (including without limitation the amount of the Advances) equal to or greater than \$560,000 (five hundred sixty thousand dollars) (the "Guarantee Amount") between July 1, 2002 and June 30, 2010, subject to the provisions set forth below. If by June 30, 2010, Syracuse University has not accrued \$ 560,000 in compensation from and after the Effective Date, MBNA America will pay Syracuse University an amount equal to the Guarantee Amount minus the sum of (a) all compensation accrued by Syracuse University from and after the Effective Date that has previously been offset against Advances paid by MBNA and (b) all unrecouped Advances. Notwithstanding the foregoing, this Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of the events specified in the last sentence of Subsection B. above.

SYRACUSE UNIVERSITY  
AMENDED & RESTATED AFFINITY AGREEMENT

This is the record dated October 14, 2002 of an Agreement effective as of July 1, 2002 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and SYRACUSE UNIVERSITY, an educational institution having its principal place of business in Syracuse, New York ("Syracuse University") for themselves, and their respective successors and assigns.

WHEREAS, Syracuse University and MBNA America are parties to an affinity agreement originally dated as of June 1, 1995, as the same has been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Syracuse University; and

WHEREAS, Syracuse University and MBNA America mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B, C, and Exhibit 1.
- (b) "Athletic Department Account" is a Credit Card Account generated from an application mailed by MBNA America using the Athletic Department Mailing List.
- (c) "Athletic Department Mailing Lists" has the meaning set forth in Section 2(d).
- (d) "Basic Mailing List" means an updated and current list and/or magnetic tape (in a format reasonably acceptable to both parties) containing names, postal addresses and, when available, telephone numbers of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (e) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (f) "Customer" means any Member who is a participant in the Program.
- (g) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs. This definition shall not include

the existing bookstore charge card program and the existing long distance credit card program offered to Members, as the same is currently structured and delineated as of the date of the Agreement, and shall specifically exclude long distance calling card programs and prepaid telephone card programs entered into by Syracuse University with telephone companies. In addition, this definition shall exclude credit cards, charge cards and debit cards utilized by Syracuse University personnel solely for Syracuse University business purposes, as well as charge cards or debit cards issued by or for Syracuse University for use by students solely at facilities owned, operated or sponsored by Syracuse University, and/or at a defined network of off-campus facilities or vendors approved by Syracuse University.

(h) "Mailing Lists" means, collectively, the Basic Mailing Lists and the Athletic Department Mailing Lists.

(i) "Member" means (i) current Students of Syracuse University ("Students"), and (ii) former students, current faculty, and staff of Syracuse University, the fans of Syracuse University athletics named on the Athletic Department Mailing Lists and/or other participants mutually agreed to by Syracuse University and MBNA America ("Non-Students").

(j) "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.

(k) "Royalties" means the compensation set forth in Schedule B.

(l) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Syracuse University listed on the attached Exhibit 1, together with all replacements or substitutions therefor and any modifications thereto.

## 2. RIGHTS AND RESPONSIBILITIES OF SYRACUSE UNIVERSITY

(a) Syracuse University agrees that during the term of this Agreement: (i) it will sponsor 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 any logo, service mark, trade dress, trade name, or trademark used by Syracuse University (including without limitation 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; (iii) Syracuse University publications and other advertising media may carry advertisements for any Financial Service Product of any entity other than MBNA America; provided however, that Syracuse University does not endorse or sponsor such Financial Service Products in these publications or

other media by licensing its Trademarks to such parties in violation of Section 2 (a) (ii) of this Agreement; and (iv) Syracuse University may refer its students to banking institutions other than MBNA America and may allow such institutions to solicit students in person for the purpose of offering banking services, which may include Financial Service Products; provided, however, that Syracuse University shall not endorse or sponsor such Financial Service Products, which would include, but not be limited to, licensing its Trademarks to such parties in violation of Section 2(a)(ii) of this Agreement.

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

(c) Syracuse University shall have the right of prior approval of all Program advertising and solicitation materials which contain Syracuse University's Trademark or name, and as Syracuse University reasonably requests, of Program materials to be sent or communicated by MBNA America on a general basis to all Customers. Such approval shall not be unreasonably withheld.

(d) Upon the request of MBNA America, Syracuse University shall provide MBNA America with the Basic Mailing List free of any charge; provided, however, that Syracuse University shall not include in any Basic Mailing List the name and/or related information regarding any person who has expressly requested that Syracuse University not provide his/her personal information to third parties. The Basic Mailing List shall contain at least one hundred forty thousand (140,000) non-duplicate names (of persons at least eighteen years of age) with corresponding postal addresses and, when available, telephone numbers. Anything to the contrary notwithstanding, Syracuse University shall not be required to disclose information if the requested disclosure would violate the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232(g), and the regulations promulgated thereunder (the Act"). As of the date of its execution of this Amended and Restated Agreement, Syracuse University acknowledges that the provision of names, addresses, and phone numbers of Members who have not specifically requested that such information not be disclosed in this manner is not prohibited by the Act.

In addition to the foregoing, on an annual basis Syracuse University shall provide MBNA America with copies of updated and current lists containing names, postal addresses and, when available, telephone numbers of the Athletic Department's (i) men's and women's basketball and lacrosse season ticket holders; (ii) men's and women's basketball and lacrosse individual game ticket purchasers, if such lists are maintained by Syracuse University; (iii) all regular season football ticket holders; and (iv) all regular season football individual game ticket purchasers, if such list is maintained by Syracuse University (collectively, the lists are referred to as "Athletic Department Mailing Lists"). Athletic Department Mailing Lists shall be segmented by zip codes or other reasonably selected membership characteristics and shall be in a format reasonably acceptable to both parties.

(e) Syracuse University authorizes MBNA America to solicit Members by mail, direct promotion at locations approved in writing by Syracuse University, advertisements and/or telephone for participation in the Program; provided, however, that MBNA shall not solicit via telephone or direct mail Students identified on the Mailing Lists as freshmen.

(f) Syracuse University 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 Syracuse University. Notwithstanding the above, Syracuse University 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 materials provided by MBNA America to Syracuse University.

(g) Syracuse University hereby grants MBNA America and its affiliates a limited 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 Syracuse University 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) Syracuse University shall provide MBNA America with a subscription without charge to any and all Syracuse University publications that are sent generally to Members.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members. MBNA America reserves the right to make periodic adjustments, modifications and enhancements to the Program and its terms and features; provided however, that the Program shall at all times remain substantially in conformance with the description set forth in the attached Schedule A, except as may otherwise be required by law. For purposes hereof, alterations to the products comprising the Program such as changes in or additions to credit card terms, which would include, without limitation, interest as defined by Delaware law, grace periods, minimum finance charges and payments, methods of computing balances and the addition of incentive programs (e.g. frequent-flier bonus miles or cash-back incentives) shall be considered enhancements and shall not prevent the Program from remaining "substantially in conformance" with Schedule A.

(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, which approval will not be unreasonably withheld or delayed, of all advertising

and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Syracuse University.

- (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 Syracuse University.
- (e) All Mailing Lists furnished by Syracuse University pursuant to this Agreement are confidential and proprietary information of Syracuse University, and shall be subject to the confidentiality restrictions set forth in Section 8 of this Agreement. MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling such lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Syracuse University. 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 Syracuse University.

#### 4. REPRESENTATIONS AND WARRANTIES

- (a) Syracuse University 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) Syracuse University 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 Syracuse University. 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 no later than forty-five (45) days after the end of each calendar quarter.

6. CROSS INDEMNIFICATION

MBNA America and Syracuse University (the "Indemnitors") each shall indemnify and hold harmless the other party and its trustees, directors, officers, agents, employees, affiliates, successors, and assigns (collectively, the "Indemnitees") from and against any and all liabilities, losses, causes of action, claims, and the reasonable costs and expenses incurred in connection therewith ("Losses"), which are proximately caused by the negligent or intentional act or omission of the Indemnitor or its trustees, directors, officers, agents, employees or affiliates, and which are related to this Agreement or the subject matter hereof ("Claims"). Notwithstanding the foregoing, Syracuse University will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses proximately caused by Syracuse University's breach of its representation and warranty in Section 4(b) herein, which shall constitute a Claim as set forth in this Agreement. Each party to this Agreement shall notify the Indemnitor in writing (in the manner provided in this Agreement) within fifteen (15) business days of receiving notice of the commencement of any litigation or similar proceeding with respect to a Claim, unless the Indemnitor is also named as a defendant in such litigation or proceeding. The parties agree that (i) neither party shall take any action that would substantially, materially, and unfairly prejudice the Indemnitor's defense of any such litigation or proceeding (an "Action"), and (ii) the Indemnitor may respond to and defend such litigation or proceeding as it determines in its sole discretion. If notice is not timely given as set forth above, or if an Action is taken by a party without the prior written consent of the Indemnitor, the Indemnitor shall be released and discharged from any obligation under this Section 6 with respect to the Claim to which the Action or the omitted or untimely notice relates.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program is set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

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 (including, without limitation, the Mailing Lists) are confidential as of the date of disclosure. Each party shall safeguard such information with the same diligence it uses to protect its own confidential and proprietary information, and such information shall not be disclosed by such party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Syracuse University shall be permitted to disclose such terms (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 June 30, 2010 unless sooner terminated as provided in Section 11. Any renewal of this Agreement shall be upon mutual written agreement of the parties.

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 Syracuse University, 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 such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate thirty (30) days after the expiration of the Cure Period without further notice. Notwithstanding the foregoing, the Cure Period for breach of an obligation to pay a royalty payment shall be three (3) business days from receipt of notice from the non-breaching party, subject to Section 12 (k). Moreover, if a party defaults more than once in the payment of Royalties, the second and any subsequent such defaults shall be grounds for termination of this Agreement without an opportunity to cure; provided however, that this sentence shall not apply to Schedule B advances.

(b) If either MBNA America or Syracuse University 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 sent generally by Syracuse University to all Members in connection with, relating or referring to the termination of this Agreement. Such notices shall be factually accurate, and MBNA America's right of approval shall not be unreasonably withheld and shall be limited to confirming the factual accuracy of such notices. Upon termination of this Agreement, Syracuse University shall not attempt to cause the removal of its name 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 received (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 Syracuse University:

SYRACUSE UNIVERSITY  
Office of Alumni Relations  
400 University Place  
Syracuse, New York 13244

ATTENTION: Lil O'Rourke  
Assistant Vice President for University Relations

Fax #: (315) 444-5645

- (2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Rodney Square  
Wilmington, Delaware 19713

ATTENTION: William P. Morrison  
Director of National Sales

Fax #: (302) 432-0805

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. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, Syracuse University may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer any of its rights or obligations under or arising from this Agreement without the written consent of Syracuse University, which shall not be unreasonably withheld; provided however that MBNA America may assign or transfer, without Syracuse University's consent, any of its rights and/or obligations under this Agreement to a subsidiary or an entity controlling, controlled by or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate.

(h) MBNA America and Syracuse University 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 Syracuse University and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Both parties recognize and agree that the other party's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, both parties agree that each shall not conduct itself or engage in any activity in a manner which may adversely affect the other party's goodwill and reputation in the marketplace. A breach of this provision is subject to Section 11(a) herein; provided however, that nothing in Section 11(a) shall be construed as limiting the non-breaching party's right to obtain appropriate judicial relief to remedy such a breach which causes or threatens to cause irreparable harm to the non-breaching party.

(k) 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 fault beyond its reasonable control or without its fault or negligence.

(l) 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.

SYRACUSE UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Louis G. Marceccia

By: Michael Durrah

Name: LOUIS G MARCECCIA

Name: Michael Durrah

Title: SENIOR VICE PRESIDENT

Title: SEVP

for BUSINESS, FINANCE, AND  
ADMINISTRATIVE SERVICES

10/28/02

## 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 for the Members.
2. The current annual percentage rate for Non-Student Members will be a fixed rate of 12.99%.
3. The current annual percentage rate for Student Members will be a fixed rate of 12.99%.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### 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 as low as 12.99%; individual customers may receive a higher rate depending on income and creditworthiness.
5. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
6. The customer may request more checks from MBNA America on a periodic basis.

C. GOLD OPTION ACCOUNTS

“Gold Option Account” means a GoldOption® (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 as low as 12.99%; individual customer may receive a higher rate depending on income and creditworthiness.
3. Customers can request that checks be drawn upon a predetermined line of credit.
4. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
5. Fixed monthly payment may be tailored to customer’s monthly needs.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Syracuse University 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 from and after the Effective Date:

#### A. CREDIT CARD ACCOUNTS

1. Beginning July 1, 2002, \$51.00 (fifty one dollars) for the first ten thousand (10,000) Credit Card Accounts having an account opening date on or after July 1, 2002, which remain open for at least ninety (90) consecutive days. Beginning with the ten thousand first (10,001<sup>st</sup>) Credit Card Account having an account opening date on or after July 1, 2002, \$1.00 (one dollar) for each such new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each 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 has a balance other 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% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Non-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)).
4. 0.40% (four tenths of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).

#### 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 which remains open with active charging privileges in force throughout the same calendar year. 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 which remains open with active charging privileges in force throughout the same calendar year. 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 and active charging privileges are in force.

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. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) 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 the due execution and delivery of this Agreement by the parties, but no later than October 15, 2002, and upon each subsequent July 1<sup>st</sup> during the term of this Agreement up to and including July 1, 2009, MBNA America shall pay to Syracuse University the sum of \$430,000 (four hundred thirty thousand dollars) (each, an “Advance”), as an advance against future Royalties accrued on all

Credit Card Accounts (including without limitation all Syracuse University Credit Card Accounts and all Athletic Department Accounts). All Royalties accrued starting as of July 1, 2002 shall, in lieu of direct payment to Syracuse University, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to Syracuse University as set forth in this Agreement. If during any given year, MBNA America recoups all prior Advances paid by it to Syracuse University in prior years from and after the Effective Date, and pays Syracuse University Royalties accrued by Syracuse University over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties. Notwithstanding the foregoing, Syracuse University hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advances paid and the total amount of accrued Royalties credited by MBNA America against the Advances as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iii) below should occur:

(i) the Agreement is terminated prior to June 30, 2010, as a result of a breach by Syracuse University;

(ii) MBNA America is prohibited or otherwise prevented by Syracuse University from conducting at least three (3) direct mail campaigns to the full updated Basic Mailing List during each consecutive twelve month period during the term of the Agreement;

(iii) MBNA America is prohibited or otherwise prevented by Syracuse University from conducting at least two (2) telemarketing campaigns to the full updated Basic Mailing List during each consecutive twelve month period during the term of the Agreement.

2. Upon the due execution and delivery of this Agreement by the parties, but no later than October 15, 2002, MBNA America will also pay Syracuse University an account bonus of \$500,000 (five hundred thousand dollars) (the "Account Bonus") as an additional royalty in consideration of the benefits to be received by MBNA under this Agreement. Notwithstanding section E.1. above, \$50.00 (fifty dollars) of each per account Royalty accrued pursuant to Schedule B, Section A.1. shall, in lieu of direct payment to Syracuse University, be applied against the Account Bonus until such time as the Account Bonus is fully recouped. Except as set forth in the preceding sentence, royalties earned by SU shall not be applied to the Account Bonus in lieu of direct payment.

F. ROYALTY GUARANTEE

Syracuse University shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$3,440,000 (three million four hundred forty thousand dollars) (the "Guarantee Amount") between July 1, 2002 and June 30, 2010, subject to the provisions set forth below. If by June 30, 2010, Syracuse University has not accrued \$3,440,000 in Royalties from and after the Effective Date, MBNA America will pay Syracuse University an amount equal to the Guarantee Amount minus the sum of (a) all compensation accrued by Syracuse University from and after the Effective Date that has previously been offset against Advances paid by MBNA and (b) all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1., above.

G. SATISFACTION OF PRIOR OBLIGATIONS.

Anything to the contrary notwithstanding, as of the Effective Date, the parties shall be deemed to have fully satisfied their respective obligations with respect to the advancement, accrual and offset of royalties (other than royalties which by their terms were to be paid directly to Syracuse University without being offset against amounts advanced by MBNA) with respect to the period prior to such date, and Syracuse University shall be under no obligation to repay to MBNA the difference between previously advanced royalties and royalty amounts earned by SU with respect to such prior periods. Rather, Syracuse University shall be entitled to retain such excess amounts(s) as additional royalties under the Agreement.

EXHIBIT 1

The list of the logos, service marks, trade dresses, trade names, or trademarks of Syracuse University as referenced in Section 1 (i).

Syracuse University Logo  
Syracuse University  
Syracuse U.  
S.U.  
Syracuse  
Syracuse Football  
Syracuse Basketball  
Syracuse Lacrosse  
Syracuse University 100 Year Football Logo  
Syracuse University 125<sup>th</sup> Anniversary Logo  
Orangemen  
Orangewomen  
Orange Pack  
Orange Pack Logo  
Orangeman (Mascot Figure)  
Carrier Dome  
Carrier Classic  
'Cuse

**TRAVEL REWARD ADDENDUM  
TO THE SYRACUSE UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 22nd day of January 2003, by and between Syracuse University ("SU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SU 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 SU; and

WHEREAS, SU and MBNA America mutually desire to amend the Agreement to include the travel reward enhancement (the "Reward Enhancement") as another aspect of SU'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, SU 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 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, to the extent permitted by the Agreement). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by SU under the Agreement. The Reward Enhancement may be marketed under another name (e.g., Travel Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. SU agrees to not endorse, sponsor, promote, aid, advertise (except as otherwise permitted under the Agreement with respect to other aspects of the Program), or develop a travel rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of SU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall, as well as the exceptions to those promises stated in the Agreement, also apply to the Reward Enhancement.
5. During the term of the Agreement, SU will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
6. Upon termination or expiration of the Agreement, or any aspect of the Program,

SU shall not take action to cause the removal of SU's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, SU hereby grants to MBNA America a limited, license to use the Marks in connection with the Program, including without limitation the promotion thereof. SU represents and warrants that SU has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. 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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America 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.

8. 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.

SYRACUSE UNIVERSITY

By: Louis G. Marzocchia

Name: Louis G. Marzocchia

Title: Senior Vice President - ISFAS

Date: January 22, 2003

MBNA AMERICA BANK, N.A.

By: Michael Durrah

Name: Michael Durrah

Title: SEVP

Date: February 19, 2003

**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. \$0.00 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 12.99%.
- C. Customers may be able to select credit protection as a benefit under the Program.

**II. Reward Credit Card Account Royalties**

During the term of this Agreement, MBNA America will pay SU 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. \$1.00 (one dollar) for each new 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 for which Credit Card royalties are paid under the Agreement which, after opening, converts to a Reward Credit Card Account.
- B. \$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 MBNA America (other than as a result of a courtesy waiver by MBNA America), 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 (12) months after the opening of the account.
- C. 0.20% (two tenths of a percent) of all retail purchase transaction dollar volume generated by Customers using a consumer 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)).

June 30, 2010

Lil O'Rourke  
Assistant Vice President for University Relations  
Syracuse University  
Office of Alumni Relations  
400 University Place  
Syracuse, New York 13244

RE: Amendment and Extension of Amended and Restated Affinity Agreement

Dear Ms. O'Rourke:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and Syracuse University ("Syracuse University") would like to extend the current term of the Amended and Restated Affinity Agreement dated October 14, 2002 (as it may have been amended) wherein Bank provides financial services products to customers of Syracuse University (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new or amended Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to August 31, 2010 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 thirty (30) days prior to the last date of the then current term.

The parties hereby agree that (i) no further Advances will be paid to Syracuse University, (ii) the Guarantee Amount is considered paid in full as of June 30, 2010, and (iii) effective July 1, 2010, Syracuse University will earn Royalties pursuant to Sections A through D of Schedule B of the Agreement up to and including August 31, 2010, and during any sixty (60) day renewal period. Within forty-five (45) days after the end of the first calendar quarter after August 31, 2010 or if applicable, the termination date following a sixty (60) day renewal period, Bank shall pay any remaining Royalty compensation due to Syracuse University under the Agreement through and including the Termination Date. Thereafter, no compensation shall be due to Syracuse University. ref

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.

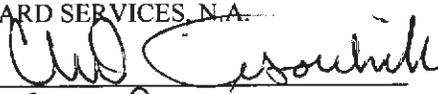
Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

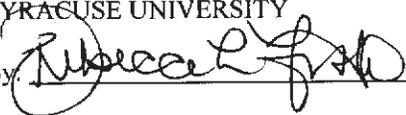
To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

Jason Lundy  
Vice President  
Fax #: 207-338-7972

Accepted and agreed:

FIA CARD SERVICES, N.A.  
By:   
Name: Chad Pisorchik  
Title: SUP

SYRACUSE UNIVERSITY  
By:   
Name: Rebecca L. Foote  
Title: Comptroller



SYRACUSE UNIVERSITY

OFFICE OF THE TREASURER

CUSTOMER  
JUL 17 2009  
JUL 17  
KM  
CORRESPONDENCE  
CORRESPONDENCE

July 13, 2009

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Bank of America, N.A.  
f/k/a MBNA America Bank, N.A.  
400 Christiana Road, MS 700925  
Newark, Delaware 19713

Attention: Manager, Business Card Sales/Administration

Ladies and Gentlemen:

This letter is to notify you that pursuant to the "TERM" provision of the Business Credit Card Agreement dated November 18, 1998 between Bank of America, N.A. and Syracuse University, the University hereby elects not to further renew the Agreement as of the end of the current renewal term, which expires as of November 30, 2009.

Our records indicate that there is currently a \$19,846.96 credit balance on the University's account. We ask that you remit these funds to the University as soon as practicable. Please send these funds to the following account:

Syracuse University  
JPMorgan Chase Bank  
ABA: 021000021  
Account: 0180001182  
SWIFT: CHASUS33  
Reference: Bank of America credit card program credit due

Sincerely,

SYRACUSE UNIVERSITY

By:

Barbara L. Wells  
Treasurer

cc: Christopher Berry, Sr VP