

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 1st day of August, 1994 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, an educational institution having its principal place of business in New York, New York ("CU").

WHEREAS, CU and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "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 CU; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of CU and/or other potential participants mutually agreed to by CU and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

2. RIGHTS AND RESPONSIBILITIES OF CU

- (a) CU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Services Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no CU publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) CU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) CU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) CU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain CU's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, CU shall provide MBNA America with Mailing Lists free of any charge. Such Mailing Lists shall contain at least one hundred sixty thousand (160,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) CU 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 CU.
- (g) CU hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits CU 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) CU shall provide MBNA America with a subscription without charge to any and all CU publications.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of CU.
- (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 CU.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of CU. 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 CU.
- (f) MBNA may use Kessler Financial Services, Limited Partnership to assist in fulfilling its obligations under this Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) CU and MBNA America each represent and warrant 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) CU 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 CU. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

6. CROSS INDEMNIFICATION

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

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. 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 are confidential as of the date of disclosure. Such information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and CU 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 Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on July 31, 1999. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

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

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

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed 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:

(i) If to CU:

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF
NEW YORK
Central Mail Room, Box 400
New York, New York 10027

ATTENTION: Mr. Drew Scopelliti
Director of Alumni Relations

(ii) If to MBNA America:

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

ATTENTION: Mr. Terrance R. Flynn
Senior Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If CU is providing MBNA America with notice pursuant to Section 9 herein, CU must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to

the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, CU may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of CU. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

(j) CU recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, CU agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that CU does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

(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 as of the Effective Date.

THE TRUSTEES OF COLUMBIA
UNIVERSITY IN THE CITY OF
NEW YORK

MBNA AMERICA BANK, N.A.

By: Drew Scopelliti

By: Howard C. Wallace

Name: Drew Scopelliti

Name: Howard C. Wallace

Title: Director of University
Alumni Relations

Title: EVP

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$6.00 (six dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$6.00 (six dollars) for each Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the Credit Card Account.
3. 1.00% (one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) 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.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 19th day of October, 1994, by and between Columbia University ("Columbia University") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, Columbia University and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

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

1. Effective as of January 1, ¹⁹⁹⁵ ~~1994~~, the terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$6.00 (six dollars) 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 Credit Card Account which; 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

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

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

IN WITNESS WHEREOF, each party hereto by its representative, has executed this Addendum as of the 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.

COLUMBIA UNIVERSITY
By: Drew Scopelliti
Name: Drew Scopelliti
Title: Director of University
Alumni Relations

MBNA AMERICA BANK, NA
Howard C. Wallace
EVP

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1 day of January, 1996, by and between THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK ("CU") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CU and MBNA America are parties to an amended and restated affinity agreement dated August 1, 1994, 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 CU; and

WHEREAS, CU and MBNA America mutually desire to amend the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that Subsection 3 of Section A of Schedule B shall be deleted in its entirety and replaced with the following:
 3. 1.00% (one percent) of all retail purchase transaction dollar volume and cash advance transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

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

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

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the 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.

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

MBNA AMERICA BANK, N.A.

By: Richard K. Naum

By: William P. Morrison

Name: Richard K. Naum

Name: William P. Morrison

Title: Vice President University Development and Alumni Relations

Title: SEVP

FROM MBNA

TO :

412 229 6020

1998-05-14

14:10

#171 P.02/04

05/14/1998 15:18

2120/02417

CALL CENTER V. FAX MAIL

AMENDMENT

This Amendment is entered into as of 1998, between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, a New York corporation, having its principal place of business in New York, New York ("CU").

WHEREAS, MBNA America and CU are parties to an Amended and Restated Affinity Agreement, dated August 1, 1994, as amended ("Agreement"); and

WHEREAS, MBNA America and CU desire to amend the Agreement;

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

1. The definition of "Financial Service Products" in Section 1(d) of the Agreement is hereby amended by adding at the end the following: ", which are or become part of the Program."

2. The definition of "Program" in Section 1(g) of the Agreement is hereby amended to read as follows: "Program" means affinity card programs and those programs and services of the Financial Service Products MBNA America agrees to offer and CU agrees to accept from time to time."

IN WITNESS WHEREOF, each party hereto, has executed this Amendment as of the date first above written.

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

MBNA AMERICA BANK, N.A.

By: [Signature]
Name: V.P. At. Rel. & Dev

Title: _____

[Signature]

Name: MD Shepherd

Title: Division President

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of December, 2011 (the "Addendum Effective Date") by and between The Trustees of Columbia University in the City of New York ("CU"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, CU and Bank are parties to an Amended and Restated Affinity Agreement dated as of August 1, 1994, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of CU; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby revised to end on December 31, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive ninety (90) day periods, unless either party gives written notice of its intention not to renew at least thirty (30) days, prior to the last date of such renewal term. 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. Section 1 of the Agreement is hereby amended by adding the following new definitions:

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

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

"Group Incentive Program" or **"GIP"** means any credit card marketing or program whereby CU conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which CU complies with the GIP provisions of the Agreement.

4. Section 2(c) of the Agreement is hereby deleted from the Agreement in its entirety and replaced with the following new Section 2(c):

“(c) CU authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.”

5. Sections 2(h) and 3(f) of the Agreement are hereby deleted from the Agreement in their entireties.

6. The first sentence and the last two sentences of Section 7 of the Agreement are hereby deleted from the Agreement in their entireties.

7. Section 11(d) of the Agreement is hereby deleted from the Agreement in its entirety and replaced with the following new Section 11(d):

“(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by CU or any CU Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank’s marketing channels; (ii) use CU Trademarks in connection with existing Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove CU Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. CU shall not attempt to cause the removal of CU Trademarks from any person’s credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use CU Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.”

8. The following new Section 11(e) is hereby added to the Agreement:

(e) In the event that Applicable Law has or will have a material adverse effect on Bank’s businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank’s sole discretion (“Event”), Bank may notify CU in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after CU’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that is

satisfactory to both parties, Bank shall have the right to terminate the Agreement in its entirety, without penalty or liability to CU, upon ninety (90) days advance written notice.”

9. The following new Section 11(f) is hereby added to the Agreement:

“(f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, CU agrees that neither CU nor any CU Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, CU may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by CU, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.”

10. The Following new Section 13 is hereby added to the Agreement:

“11. GROUP MARKETING

- (a) CU will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by CU, including, but not limited to, any GIP (“CU Marketing Effort”). CU will give Bank sixty (60) days prior notice prior to engaging in any CU Marketing Effort.
- (b) All GIP marketing materials will be coded by CU as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle CU to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any CU Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any CU Marketing Effort. In furtherance of the above, CU shall immediately discontinue any or all CU Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. CU will not deviate from the approved materials and plan for any CU Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any CU Marketing Effort or of supporting any CU Marketing Effort will be promptly reimbursed by CU upon demand.
- (e) CU will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any CU Marketing Effort.

- (f) CU will advertise all the products offered under the Program on CU's home page, account profile pages and such other prominent locations within the internet site(s) of CU as the parties shall mutually agree upon, all at CU's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle CU to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. CU will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, CU will provide Bank with the ability to access any and all pages within the CU internet site(s), including without limitation any "members only" or other restricted access pages that display Program material."

11. Schedule B of the Agreement, as amended, is hereby deleted from the Agreement in its entirety and replaced with a new Schedule B, as set forth on Attachment #1, attached hereto and incorporated herein by reference.

12. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify CU in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after CU's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate the Agreement in its entirety, without penalty or liability to CU, upon ninety (90) days advance written notice.

13. 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.

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

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

**TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK**

FIA CARD SERVICES, N.A.

By: Fred Van Sickle

Name: Fred Van Sickle

Title: EVP, University Dev. and
Alumni Relations

Date: 11/22/11

By: Wayne Goodman

Name: Wayne Goodman

Title: Senior Vice President

Date: 12/13/11

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay CU a Royalty calculated as follows for those accounts with active charging privileges. Bank may create a special class of consumer accounts for CU employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account opened on or after December 1, 2011 (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account opened prior to December 1, 2011 (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$100.00 (one hundred dollars) for each GIP Account opened on or after December 1, 2011, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. \$3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account opened on or after December 1, 2011 (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account opened prior to December 1, 2011 (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
5. \$100.00 (one hundred dollars) for each Reward GIP Account opened on or after December 1, 2011, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.