

AGREEMENT

This Agreement is entered into as of this 10th day of March, 1997 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and LE MOYNE COLLEGE, an educational institutions having its principal place of business at 115 Loyola Hall, Syracuse, New York ("LMC") for themselves, and their respective successors and assigns.

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. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by LMC or the Customer as an undergraduate student of Le Moyne College.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs **which carry a credit feature** and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni of Le Moyne College and/or other potential participants mutually agreed to by LMC 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, servicemark, tradedress, tradename, or trademark of LMC listed on Exhibit 1, together with all replacements or substitutions thereof and any modifications thereto. Exhibit 1 hereof shall be deemed automatically amended to include any logo, service mark, trade dress, trade name, or trademark of LMC included in any materials approved by LMC for use by MBNA America in connection with the Program.**

2. RIGHTS AND RESPONSIBILITIES OF LMC

- (a) LMC agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, LMC may accept advertising from any financial institution **provided that LMC does not endorse or sponsor any Financial Service Products in such advertisements by licensing or allowing the sublicensing of any of its logos, service marks, trade dress, trade names, or trademarks (regardless of whether included as part of Exhibit 1 or not), for use in connection with such advertisements.**
- (b) LMC agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) LMC authorizes MBNA America to solicit its Members by mail, direct promotion **approved in writing by LMC**, advertisements and/or telephone for participation in the Program.
- (d) LMC shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain LMC's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, LMC shall provide MBNA America with Mailing Lists free of any charge. Each Mailing List shall contain at least seventeen thousand five hundred (17,500) names with corresponding postal addresses and, when available, telephone numbers. **The College shall not be required in any event to disclose information if the requested disclosure would violate the Family Educational Rights of Privacy Act, 20 USC Section 1232(g), and the regulations promulgated thereunder (collectively, the "Act"). As of the date of its execution of this Agreement, LMC acknowledges and agrees 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.**
- (f) LMC 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 LMC. Notwithstanding the above, LMC may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to LMC. Any correspondence received by LMC that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.
- (g) LMC hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits LMC 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.

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 otherwise may be required by law, and subject to the following sentence. For purposes hereof, alterations to the products comprising the Program such as changes in or additions to credit 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 be deemed to cause the Program to become other than "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 reasonably withheld or delayed** of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of LMC.

(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 LMC.

(e) **All Mailing Lists furnished by LMC pursuant to this Agreement are confidential and proprietary information of LMC, and shall be subject to the confidentiality restrictions set forth in Section 7 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 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 LMC. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by LMC.

4. REPRESENTATION AND WARRANTIES

(a) LMC 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) LMC 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. **MBNA America and LMC (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 liability, 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 thereof ("Claims"). Notwithstanding the foregoing, LMC will indemnify and hold harmless MBNA America and its Indemnities from and against any and all Losses proximately caused by LMC'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 any 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 Section 4 (b) with respect to the Claim to which the Action or the omitted or untimely notice relates.**

5. ROYALTIES

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

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide LMC with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

(c) Upon the written request of LMC, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide LMC with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due LMC since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at LMC's expense, if LMC so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. PROGRAM ADJUSTMENTS

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

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. **Each party shall safeguard such Information with the same diligence it uses to protect its own confidential and proprietary information, and such Information will not be disclosed.** MBNA America and LMC shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2002. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. 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 laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or LMC, 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 LMC 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 10 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by LMC to the Members. Such approval shall not be unreasonably withheld **and shall be limited to confirming the factual accuracy of such notices**. Upon termination of this Agreement, LMC shall not attempt to cause the removal of LMC'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.

11. 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 4 (b), 7, 10 (c), and 10 (d) shall survive any termination of this Agreement.

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

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

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

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

- (1) If to Le Moyne College:

LE MOYNE COLLEGE
115 Loyola Hall
Syracuse, NY 13214
ATTENTION: Ms. Susan D. Ross, Director of Student & Parent Relations

- (2) If to MBNA America:

MBNA AMERICA BANK N. A.
1100 North King Street
Wilmington, Delaware 19884
ATTENTION: Mr. Howard C. Wallace, 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.

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

(h) MBNA America and LMC 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. **Furthermore, the establishment of the Program shall not be understood by either party to create a partnership or joint venture between the parties.**

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than LMC and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement. **Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.**

(j) **Both parties recognized 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 10(a); provided however, that nothing in Section 10(a) shall be construed as limiting the nonbreaching party's right to obtain appropriate judicial relief to remedy such a breach which causes or threatens to cause irreparable harm to the nonbreaching 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 event 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 representatives, has executed this Agreement as of the Effective Date.

LE MOYNE COLLEGE

By: Jessie W. Rall
Title: Director of Alumni and Parent Programs

MBNA AMERICA BANK N.A.

By: Harold C. Waller
Title: Senior Executive Vice President

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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:

- * There is no Annual Fee for both the Alumni and Student Members.
- * For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
- * The current annual percentage rate on Platinum Accounts will be a variable rate of prime plus 8.4%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
- * For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
- * 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.

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

C. GOLD OPTION ACCOUNTS

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

- * There is NO Annual Fee.
- * The current annual percentage rate is 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay LMC 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

- * \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- * \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer 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.
- * \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Customer 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.
- * .40% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
- * .25% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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. \$.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 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 0.008333%) 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.

12/6/96: kbd
2/20/97: kbd

WORLD POINTS AND EMERGING CREDIT ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of November, 2008 ("Effective Date"), by and between Le Moyne College ("LMC"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, LMC and Bank are parties to an Agreement dated as of March 10, 1997, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of LMC; and

WHEREAS, LMC and Bank mutually desire to amend the Agreement to include the emerging credit program and loyalty rewards as another aspect of LMC's Program under the Agreement and to otherwise amend the Agreement as contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, LMC 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. When used in this Addendum and the Agreement the definitions below shall have the following meaning:

"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.

"Emerging Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. An Emerging Account may carry a Reward Enhancement.

"Emerging GIP Account" means an Emerging Account opened pursuant to a GIP in which LMC complies with the GIP provisions of this Agreement.

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

"Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

"Group Incentive Program" or **"GIP"** means any marketing or other program whereby LMC conducts and funds solicitation efforts for 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 LMC complies with the GIP provisions of the Agreement.

3. The parties agree that the Reward Enhancement is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by LMC under the Agreement.

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

5. Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with a new 2(c) as follows:

"(c) LMC authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements, banking centers or any other means for participation in the Program."

6. Section 2 of the Agreement is hereby amended by adding a new Section 2(h) as follows:

"(h) LMC will permit Bank, at no cost to Bank, to advertise the Program on LMC's home page and at other prominent locations within the internet site(s) of LMC. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle LMC to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. LMC will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, LMC will provide Bank with the ability to access any and all pages within the LMC internet site(s), including without limitation any "members only" or other restricted access pages. Notwithstanding the foregoing, Bank acknowledges and agrees that it will not have access to Dolphins Online for promotion of the Program or otherwise, because Dolphins Online is a password protected on-line community used strictly by alumni, parents and friends, and all forms of advertising are prohibited."

7. Section 5 of the Agreement is hereby amended by adding a new Section 5(d) as follows:

- “(d) 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 business, as determined by Bank in its sole discretion (“Impact”), then Bank may notify LMC 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 LMC’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 this Agreement, without penalty or liability to LMC, upon ninety (90) days advance written notice.”

8. Section 6 of the Agreement is hereby deleted in its entirety and replaced with a new Section 6 as follows:

“6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.”

9. Section 10 of the Agreement is hereby amended to include a new Section 10(e) as follows:

- “(e) In the event that Applicable Law has or will have a material adverse effect on Bank’s business (as determined in Bank’s sole discretion) (“Event”), Bank may notify LMC in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after LMC’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 this Agreement, without penalty or liability to LMC, upon ninety (90) days advance written notice.”

10. The Agreement is hereby amended by adding a new Section 12 as follows:

“12. GROUP INCENTIVE PROGRAM

- (a) LMC will design all advertising, solicitation and promotional material with regard to any GIP. LMC will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle LMC to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by LMC as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.

- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by LMC pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. LMC will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of LMC pursuant to any GIP will be promptly reimbursed by LMC upon demand.
- (e) LMC will make all reasonably requested changes to materials to obtain Bank's consent and LMC will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP."

11. Schedule A of the Agreement is hereby deleted in its entirety.

12. Schedule B of the Agreement is hereby amended by adding new Sections E, F, and G as set forth on Attachment #1, attached hereto and made a part hereof.

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. Certain Financial Service Products under the Agreement may be offered through Bank affiliates.

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.

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.

LE MOYNE COLLEGE

By: Kimberly McAuliffe
Name: Kim McAuliffe
Title: Dir. of Human Resources
Date: June 16, 2009

FIA CARD SERVICES, N.A.

By: Sandra Wirt
Name: SANDRA WIRT
Title: SVP
Date: 8/19/09

Attachment #1

E. GIP ACCOUNTS

\$25.00 (twenty-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the 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.

F. 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. \$1.00 (one dollar) 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 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. \$1.00 (one dollar) 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 Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; and (2) has had active charging privileges for each of the preceding twelve months. A Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$25.00 (twenty-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging 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 Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging 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 Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

FIA CARD SERVICES™

FIA Card Services, GA9-080-02-02
210 Town Park Drive
P.O. Box 4899
Kennesaw, Georgia 30144

800.446.7048
Fax: 678.797.7575

Via Overnight Delivery

October 3, 2011

Ms. Susan D. Ross
Director of Student and Parent Relations
Le Moyne College
115 Loyola Hall
Syracuse, New York 13214

Dear Ms. Ross:

I am writing to inform you that following a comprehensive review of the Le Moyne College credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement dated March 10, 1997, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 8 of the Agreement.

The Agreement's expiration date is March 31, 2012.

We have appreciated your endorsement.

Sincerely,



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

C: Ms. Kimberly McAuliff
Director of Alumni
1419 Salt Springs Rd
Mitchell Hall, Room 115
Syracuse, NY 13214