

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 30th day of June, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and BRANDEIS UNIVERSITY, having its principal place of business in Waltham, Massachusetts ("BU") for themselves, and their respective successors and assigns.

WHEREAS, BU 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 BU; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, BU 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 financial service program that are marketed to Members and approved in writing in advance by BU, which may include credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America and approved by BU) 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 BU and/or other potential participants mutually agreed to by BU 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 design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by BU during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF BU

- (a) BU agrees that during the term of this Agreement and any extension: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its Mailing Lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no BU publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) BU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) BU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program, which may be withdrawn by BU at any time, at which time all future solicitation efforts of MBNA America shall cease. Upon resolution of outstanding problems as per the mutual agreement of BU and MBNA America, BU shall thereupon give authorization for the solicitation to begin again.
- (d) BU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain BU's trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, BU shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by BU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due BU. Such Mailing Lists shall consist of marketable segments mutually agreed upon by BU and MBNA America with corresponding postal addresses and, when available, telephone numbers.
- (f) BU shall not provide information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to BU.
- (g) BU hereby grants MBNA America and its affiliates a limited, non-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 BU 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) BU shall provide MBNA America with a subscription without charge to any and all BU publications.

(i) In the event BU, in its sole discretion, determines that excessive problems have arisen out of the telemarketing efforts of MBNA America with respect to the Program, then MBNA America agrees to either modify such telemarketing efforts as requested by BU, or cease all telemarketing efforts for the Program.

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 approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of BU.

(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 BU.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit any other person to use these Mailing Lists for any other purpose. MBNA America shall have the right to designate Members on these Mailing Lists to whom promotional material will not be sent including without limitation, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistical conditions. The Mailing Lists are and shall remain the sole property of BU. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by BU.

(f) Special Messages concerning BU can be included on monthly statement to Members at no cost to BU, subject to MBNA America's review, availability of space and scheduling. BU must submit to MBNA America 120 days in advance of the month they desire the message to appear. Any size specifications for any messages will be supplied by MBNA America upon the signing of this Agreement and as appropriate thereafter.

4. REPRESENTATIONS AND WARRANTIES

(a) BU 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 knowingly constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) BU 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 BU. 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. INDEMNIFICATION

MBNA America understands and agrees that it will indemnify and hold BU, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against any and all liability, cause of action, claims and the reasonable and actual costs incurred in connection with any account relationship, contract, transaction or agreement between any Member and MBNA America.

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 inform BU prior to such an adjustment. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement 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 BU shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The 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 August 31, 1998.. 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 days (180), prior to the last date of such term or renewal term, as applicable. 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 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 BU, 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 BU 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. Any licenses granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor or to any court or creditor appointed committee or receiver.

(c) Upon 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 BU to the Members. Upon termination of this Agreement, BU shall not attempt to cause the removal of BU's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

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

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

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

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

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

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

(1) If to BU:

BRANDEIS UNIVERSITY
415 South Stanley Street, P. O. Box 9110
Waltham, Massachusetts 02254-9110

ATTENTION: Ms. Lori B. Gans

Director for Alumni Relations

(2) If to MBNA America:

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

ATTENTION: Mr. Howard C. Wallace
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, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonable withheld, BU may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer its rights and/or obligations under this Agreement with out the written consent of BU; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America ("an MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
- (iii) to any MBNA Affiliate so long as the affiliate can fully perform the obligations of MBNA America set forth in this Agreement.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement upon prior consent of BU, which shall not be unreasonably withheld.

(h) MBNA America and BU 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. This Agreement shall not be considered a joint venture.

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

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

 BRANDEIS UNIVERSITY

 MBNA AMERICA BANK, N.A.

By: Michael Swartz

By: David C. Harris

Name: MICHAEL SWARTZ

Name: David C. Harris

Title: Vice President & University Treasurer

Title: Exec. V.P.

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 Non-Student Members.
2. There is NO annual fee for the Student Members effective October 1, 1995.
3. The current annual percentage rate for Non-Student Members will be a fixed rate of 18.9% or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. ~~19.9%~~ The current annual percentage rate for Student Members will be a fixed rate of 19.9% or a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BU 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. \$1.00 (one dollar) for each new Non-Student and Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Non-Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollar) for each Student 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.
4. 0.40% (forty one hundredths of one) of all retail purchase transaction dollar volume generated by Non-Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 0.40% (forty one hundredths of one) of all retail purchase transaction dollar volume generated by Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

ADDENDUM TO THE BRANDEIS UNIVERSITY AGREEMENT

THIS ADDENDUM and Attachments (the "Addendum") is entered into as of this ^{7th} day of ~~March~~ ^{April}, 1998, by and between Brandeis University ("BU") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BU and MBNA America are parties to an affinity agreement dated June 30, 1995, (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 BU; and

WHEREAS, BU and MBNA America mutually desire to amend the Agreement to: (1) extend the term of the Agreement, (2) include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of BU's Program, (3) include Gold Reserve, Gold Option, Money Market Deposit Account, and Certificate of Deposit Account Program as another aspect of BU's program; and (4) to revise the royalty compensation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, BU 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 defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 31, 2003. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. After the current term either party may terminate this Agreement without cause by providing written notice of its intention to terminate at least ninety (90) days prior to the date of termination, as provided herein. 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. Definitions
 - a. Section 1(b) of the Agreement is hereby amended to read in its entirety as follows:
 - (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Non-Student Credit Card Account" is a Credit Card Account wherein the application completed was for a Non-Student Member. A "Student Credit Card Account" is a credit card account wherein the application completed was for a Student Member.
 - b. Section 1(d) of the Agreement is deleted in its entirety and replaced with the following:
 - (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, and travel and entertainment card programs.
 - c. Section 1(f) of the Agreement is hereby amended to read in its entirety as follows:

(f) "Member" means students of BU (each a "Student Member") and individuals who are not students of BU and/or other potential participants mutually agreed to by BU and MBNA America (each a "Non-Student Member").

4. Plus Miles

a. The parties agree that Plus Miles (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, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by BU under the Agreement.

b. BU agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of BU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.

c. During the term of the Agreement, BU will receive the royalties set forth on Attachment #2, Section B., for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #2, Section B., notwithstanding any other provision of the Agreement.

5. Gold Option, Gold Reserve and the Deposit Program

a. The parties agree that Gold Option, Gold Reserve and the Deposit Program (as such products are more fully described on Attachment #1) are now a part of the Program (as such products or Programs may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, Gold Reserve and/or the Deposit Program to some or all of the persons included on the lists provided by BU under the Agreement.

b. BU agrees to (i) exclusively endorse Gold Option, Gold Reserve and the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a loan program or deposit program similar to Gold Option, Gold Reserve or the Deposit Program. Subject to the foregoing, all of BU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option, Gold Reserve and the Deposit Program.

c. During the term of the Agreement, BU will receive the royalties set forth on Attachment #2, for Gold Option accounts, Gold Reserve accounts and Deposit accounts opened pursuant to the Program. Gold Option compensation, Gold Reserve compensation and the Deposit Program compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts, Gold Reserve accounts or Deposit accounts.

6. Section 2(c) of the Agreement is deleted in its entirety and replaced with the following:

(c)BU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

7. Section 4(b) of the Agreement is amended by adding the following at the end of the paragraph:

BU will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, 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 relating to such license or the use of any Trademarks.

8. Section 5 of the Agreement is hereby amended by adding a new section 5(b) which shall read as follows:

(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 BU with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, the number of retail purchase transactions and cash advance dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

9. Section 7 of the Agreement is hereby amended by deleting the last sentence.

10. Section 11(d) of the Agreement is hereby amended to read in its entirety as follows

(d) MBNA America shall have the right of prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by BU to the Members. Upon termination of this Agreement, BU shall not attempt to cause the removal of BU's identification or Trademark from any person's credit services, checks or records of any Customer existing as of the effective date of termination of this Agreement or the end of the Recoupment Period (as defined below), whichever is later.

11. Section 11 of the Agreement is hereby amended by adding a new section 11(e) which shall read as follows:

(e) Notwithstanding anything else in this Section 11, after termination of the Agreement, MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped any payments previously made to BU which are subject to recoupment under the Agreement, ("Recoupment Period").

12. Effective April 7, 1998, Schedule A of the Agreement is deleted in its entirety and replaced with the provisions of Attachment 1, attached hereto and made a part hereof.

13. Effective April 7, 1998, Schedule B of the Agreement is deleted in its entirety and replaced with the provisions of Attachment 2, attached hereto and made a part hereof.

14. 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. Notwithstanding any thing to the contrary in the Agreement, the Agreement as amended by the Addendum, shall be governed by and subject to the laws of the State of Delaware.

15. 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.

BRANDEIS UNIVERSITY

MBNA AMERICA BANK, N.A.

By:



By:



Name:

Jeffrey S. Solomon

Name:

JOHN C RICHMOND

Title:

University Treasurer

Title:

SEVA

Date:

March 6, 1998

Date:

April 7, 1998

Attachment 1

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Platinum Plus Non-Student Members will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Gold and Preferred Non-Student Members will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate for Student Members 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 Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
2. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the Customer's delinquency.

C. GOLD RESERVE ACCOUNTS

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

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

D. GOLD OPTION ACCOUNTS

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

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

Attachment 2

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BU 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 (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

1. \$1.00 (one dollar) for each new Credit Card Account opened (except a Plus Miles account), which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account (except a Plus Miles account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase, cash advance and cash equivalent transaction dollar volume generated by Non-Student Customers using a Credit Card Account (except Plus Miles accounts) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions).
4. 0.40% (forty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Credit Card Account (except Plus Miles accounts) (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. PLUS MILES CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Miles 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 which, after opening, converts to a Plus Miles Credit Card Account.
2. \$17.00 (seventeen dollars) for each Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

C. 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.

D. 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.

E. DEPOSIT ACCOUNTS

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

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

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

F. ROYALTY ADVANCE

Upon full execution of this Addendum MBNA America shall pay to BU the sum of two hundred and forty thousand dollars (\$240,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BU, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to BU as set forth in this Agreement. Notwithstanding the foregoing, BU hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;

(ii) BU materially breaches any of its obligations under this Agreement;

(iii) BU prohibits or otherwise prevents MBNA America from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) BU prohibits or otherwise prevents MBNA America from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) BU prohibits or otherwise prevents MBNA America from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

G. ROYALTY GUARANTEE.

BU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than two hundred and forty thousand dollars (\$240,000) (the "Guarantee Amount") by August 31, 2003, subject to the provisions set forth below. If on August 31, 2003, BU has not accrued \$240,000 in Royalties, MBNA America will pay BU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BU up to and including August 31, 2003 and the amount of any unrecouped Advance. 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 Section F, above.

I. TAX TREATMENT OF ROYALTY

MBNA America understands that BU intends for Royalties to be exempt from unrelated business income tax pursuant to section 512(b)(2) of the Internal Revenue Code of 1986. Once notice is received from the Internal Revenue Service that such Royalties are unrelated business taxable income, the parties agree to consult with each other to amend the agreement so that BU receives the maximum tax benefit. BU may terminate this Agreement upon thirty (30) days' written notice in the event a court of final jurisdiction determines that income from this Agreement constitutes unrelated business taxable income to BU.

**PLUS REWARDS ADDENDUM
TO THE BRANDEIS UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 8 day of May, 2002, by and between BRANDEIS UNIVERSITY ("BU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BU 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 BU; and

WHEREAS, BU and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of BU'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, BU 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 (as hereinafter defined) 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, in its sole discretion)~~. MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by BU under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA PLUS Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

During the term of the Agreement,

4. [^]BU agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of BU'S promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

5. During the term of the Agreement, BU 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.

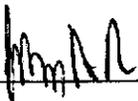
6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. 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.

BRANDEIS UNIVERSITY

MBNA AMERICA BANK, N.A.

By: 
Name: Jeffrey S. Solomon
Title: University Treasurer
Date: May 9, 2002

By: 
Name: Julie Burns
Title: EVP
Date: 5/23/02

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. No Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay ^{BU} ~~AF~~ 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 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. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

**ADDENDUM TO THE BRANDEIS UNIVERSITY
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 15th day of April, 2004 by and between Brandeis University ("BU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BU and MBNA America are parties to an amended and restated affinity agreement dated June 30, 1995, as the same was amended by addendum dated April 7, 1998 (the "Agreement"); and

WHEREAS, BU and MBNA America mutually desire to extend the term of the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 31, 2008. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. After the current term, either party may terminate this Agreement without cause by providing notice to the other party as provided for herein. 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. The Agreement is hereby amended by adding the following to the end of Section 1(d): "This definition shall not include the home insurance program or auto insurance program between Liberty Mutual and BU or the health insurance program between NEA Trust and BU, or the annuity product program between NEA and BU, each as the same is currently structured and delineated as of the date of this Agreement.
4. ADDITIONAL ROYALTY ADVANCE

Upon full execution of this Addendum MBNA America shall pay to BU the sum of Two Hundred Forty Thousand Dollars (\$240,000) (the "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BU, be applied against the Additional Advance until such time as the Additional Advance is fully recouped. Any Royalties accrued thereafter shall be paid to BU as set forth in this Agreement. Notwithstanding the foregoing, BU hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Additional Advance and the total amount of accrued Royalties credited by MBNA America against the Additional Advance as of the date of such demand, in the event any of the conditions set forth in Attachment 2 to the addendum to the Agreement dated April 7, 1998, Section F., Clauses (i) through (v).

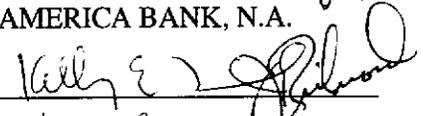
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be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

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.

BRANDEIS UNIVERSITY

By: 
Name: JEFFREY S. SOLOMON
Title: UNIVERSITY TREASURER
Date: 3/26/04

MBNA AMERICA BANK, N.A. *OF the Dodd's Station*

By: 
Name: Kelly Hemen *John Richardson*
Title: SE VP SE VP
Date: 6/5/04 6/23/04

GROUP INCENTIVE PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 8 day of August, 2006 by and between BRANDEIS UNIVERSITY ("BU") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BU 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 BU; and

WHEREAS, BU and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of BU'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 agreements contained herein, BU and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
 2. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby BU conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
 3. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which BU complies with the GIP provisions of this Addendum.
- Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following:
- (f) "Member" means: an undergraduate or graduate student of Brandeis University; alumni of Brandeis University, a member of Brandeis University, friends, faculty and staff of Brandeis University and/or other potential participants mutually agreed to by Brandeis University and Bank.
4. BU shall design the advertising, solicitation, and promotional material to be used in any GIP and shall obtain MBNA's approval, which shall not be unreasonably withheld. In that regard, BU shall give MBNA America forty-five (45) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle BU to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

5. All marketing materials generated as a result of such GIP programs shall be coded by BU for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.

6. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by BU pursuant to any GIP. Further, MBNA America, after a review of the GIP with BU, shall have the final approval of the scope and timing of any GIP.

7. All cost incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of BU pursuant to any GIP shall be deducted from any or all compensation payments due BU under this Addendum or the Agreement. No costs may be deducted from any compensation payments with out prior communication with BU regarding such activities.

8. BU shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

9. During the term of the Agreement, MBNA America will pay BU a royalty calculated below, for those credit card accounts opened pursuant to a GIP program and paid according to the Royalties schedule set forth in section 5 of the Agreement:

\$40.00 (forty 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 (90) consecutive days of the 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 GIP Accounts will not qualify for any other opening-of-an-account Royalty.

10. 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. 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 and shall be deemed for all purposes to be made and fully performed in Delaware.

11. 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.

BRANDEIS UNIVERSITY

MBNA AMERICA BANK, N.A.

By:	<u>Karen Ann Engelborg</u>	By:	<u>[Signature]</u>
Name:	<u>K.A. Eng</u>	Name:	<u>Jack Prigo</u>
Title:	<u>AVP Alumni & Univ</u>	Title:	<u>SVP</u>
Date:	<u>August 8 2006 Relations</u>	Date:	<u>9/18/06</u>

**TERM EXTENSION ADDENDUM TO THE
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of January, 2009 (the "Addendum Effective Date") by and between Brandeis University ("BU"), and FIA Card Services, NA. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, BU and Bank are parties to an Amended and Restated Affinity Agreement dated as of June 30, 1995, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of BU; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The current term of the Agreement is hereby extended to end on December 31, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. The following definition is hereby added to Section 1 of the Agreement:

"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.

"Deposits" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

"Deposit Account" means a consumer deposit account opened pursuant to the Program.

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

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

"Net New Purchases" means the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

"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 BU complies with the GIP provisions of the Agreement.

4. Section 2(c) of the Agreement, as amended by Section 6 of the Addendum to the Brandeis University Agreement dated as of April 7, 1998, is hereby deleted in its entirety and replaced with the following new Section 2(c):

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

5. Section 2 of the Agreement is hereby amended by adding the following as a new subsection (j):

"(j) BU will permit Bank, at no cost to Bank, to advertise the Program on the BU alumni association's membership benefits page and at other prominent locations within the internet site(s) of BU's alumni association. 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 BU to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. BU will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, BU will provide Bank with the ability to access any and all pages within the BU internet site(s), including without limitation any "members only" or other restricted access pages."

6. Section 3 of the Agreement is hereby amended by adding the following as a new subsection (g):

"(g) Notwithstanding anything contained in the Agreement to the contrary, BU acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using BU's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless BU consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and

features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade).”

7. Section 5 of the Agreement is hereby amended by adding the following as a new subsection (c):

“(c) 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 Addendum Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify BU 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 BU’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 BU, upon ninety (90) days advance written notice.”

8. Section 11 of the Agreement is hereby amended by adding the following as a new subsection (f):

“(f) 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 BU in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after BU’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 BU, upon ninety (90) days advance written notice.”

9. Section 12(f)(2) is hereby deleted in its entirety and replaced with the following new Section 12(f)(2):

“(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821”

10. Attachment #2 to the Addendum to the Brandeis University Agreement dated as of April 7, 1998 is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and made a part hereof.

11. The Plus Rewards Addendum to the Brandeis University Agreement dated as of May 8, 2002 is hereby deleted in its entirety.

12. 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

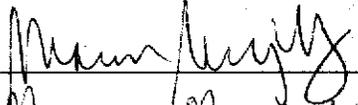
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deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products under the Agreement may be offered through Bank's affiliates.

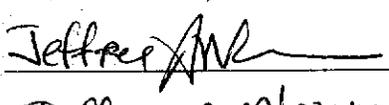
13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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 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.

BRANDEIS UNIVERSITY

By: 
Name: Maureen Murphy
Title: Treasurer
Date: 2/17/09

FIA CARD SERVICES, N.A.

By: 
Name: Jeffrey A. Wozniak
Title: SVP
Date: 2-mar-09

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay BU a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for BU 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 (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS AND REWARD ACCOUNTS)

1. \$5.00 (five 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. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Non-Student 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$75.00 (seventy-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.

B. PLUS MILES CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Plus Miles 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 which, after opening, converts to a Plus Miles Credit Card Account.
2. \$17.00 (seventeen dollars) for each Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

C. 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. \$5.00 (five 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 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 (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 (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. \$75.00 (seventy-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.

D. 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 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 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. \$25.00 (twenty-five 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 (1) 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.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly

measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

G. DEPOSIT ACCOUNTS

During the term of this Agreement, BU will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section G, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to BU on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (4) below, or otherwise.

1. 0.10% (ten basis points) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
3. \$3.00 (three dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$1.50 (one dollar and fifty cents) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
4. 0.03 % (three basis points) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

H. ROYALTY ADVANCES

1. Upon the full execution of this Agreement, and upon each of January 1, 2010, January 1, 2011, January 1, 2012, and January 1, 2013, during the term of the Agreement, Bank shall pay to BU the sum of forty thousand dollars (\$40,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BU as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to BU hereunder, and (y) BU hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (viii) below should occur:
 - (i) the Agreement is terminated prior to December 31, 2013;
 - (ii) BU breaches any of its obligations under this Agreement;
 - (iii) BU fails to advertise the Program in a prominent place in its e-newsletter at least four (4) times during each consecutive twelve (12) month period during the term of the Agreement;
 - (iv) BU fails to provide Bank with one (1) full page color advertisement, free of charge, in the Brandeis University Magazine, or any successor publication thereof, each year during the term of this Agreement.
 - (v) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns for the Program to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
 - (vi) Bank is prohibited or otherwise prevented from placing promotional materials for the Program into the alumni association's new member mailings during the term of the Agreement;
 - (vii) Bank is prohibited or otherwise prevented from having a standard size banner advertisement on BU's alumni association website which such advertisement will include a heading such as "Card of Choice" or other language mutually agreeable to Bank and BU; or
 - (viii) Bank is prohibited or otherwise prevented from conducting promotional campaigns for the Program at five (5) BU events in which fifty (50) or more BU alumni are in attendance during each consecutive twelve (12) month period during the term of the Agreement.
2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to BU in prior years, and pays BU Royalties accrued by BU over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"),

then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

I. ROYALTY GUARANTEE.

BU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two hundred thousand dollars (\$200,000) (the "Guarantee Amount") by December 31, 2013, subject to the provisions set forth below. If on December 31, 2013, BU has not accrued \$200,000 in Royalties, Bank will pay BU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BU during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1., above.