

**AFFINITY AGREEMENT JAMES MADISON UNIVERSITY ALUMNI
ASSOCIATION**

This Agreement is entered into as of this first day of July, 2005 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and JMUA A Alumni Association, a Virginia Corporation having its principal place of business in Harrisonburg, Virginia ("JMUA A"), for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A through B.
- (b) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
- (c) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (d) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (e) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program.
- (f) "Customer" means any Member who is a participant in the Program.
- (g) "Financial Service Product" means any credit card program, charge card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program. (This term shall not include the contracts with Nelnet, concerning loan consolidation, Geico and Old Dominion Insurance, concerning insurance programs, the JMU JAC card, the JMU debit card program.). Nor does the term include the origination of marketing of student loans of any type or other education finance products, and MBNA agrees not to market student loan products.
- (h) "Gold Option Account" means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

- (i) "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.
- (j) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (k) "Member" means a member of JMUA and/or other potential participants mutually agreed to by JMUA and MBNA America.
- (l) "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.
- (m) "Royalties" means the compensation set forth in Schedule A.
- (n) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by JMUA or any JMUA Affiliate during the term of this Agreement.
- (o) "JMUA Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with JMUA, excluding James Madison University and the JMU-- Foundation.
- (p) "Group Incentive Program" or "GIP" means any marketing or other program whereby JMUA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (q) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which JMUA complies with the GIP provisions of this Agreement.
- (r) "Business GIP Account" means a Business Credit Card Account opened pursuant to a GIP in which JMUA complies with the GIP provisions of this Agreement.
- (s) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (t) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which JMUA complies with the GIP provisions of the Agreement.

(u) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g. World Points), as determined by MBNA America from time to time, in its sole discretion.

(v) "Business Rewards Account" means a Business Credit Card Account carrying the Business Rewards Enhancement opened in response to marketing efforts made pursuant to the Program.

(w) "Business Rewards Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA Delaware and offered as part of the Program for Business Rewards Accounts. The Business Rewards Enhancement may be marketed under another name as determined by MBNA Delaware from time to time, in its sole discretion.

(x) "Business Rewards GIP Account" means a Business Rewards Account opened pursuant to a GIP in which JMUA A complies with the GIP provisions of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF JMUA A

(a) JMUA A agrees that during the term of this Agreement it will endorse the Program exclusively and that neither JMUA A nor any JMUA A Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America (excluding Nelnet, Geico, Old Dominion Insurance, and the JMU JAC card.) Nor does the term include the origination of marketing of student loans of any type or other education finance products, and MBNA agrees not to market student loan products; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) 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, JMUA A may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by JMUA A of said financial institution or advertising for a Financial Service Product.

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

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

(d) JMUAA shall have the right of prior approval of all Program advertising (at least 3 days for approval) and solicitation materials, including telemarketing scripts, to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due JMUAA. In the event such costs exceed Royalties then due JMUAA, JMUAA shall promptly reimburse MBNA America for all such costs.

(e) Within thirty (30) days following the request of MBNA America, JMUAA shall provide MBNA America with the Mailing List free of any charge; provided, however, that JMUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that JMUAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by JMUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due JMUAA. JMUAA shall provide the first Mailing List, containing at least seventy eight thousand (78,000) non-duplicate names, with all corresponding information, as soon as possible but no later than thirty (30) days after JMUAA's execution of this Agreement.

(f) JMUAA shall, and shall cause any JMUAA Affiliates to, 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 JMUAA. Notwithstanding the above, JMUAA 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 JMUAA. Any correspondence received by JMUAA 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) JMUAA 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. JMUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after JMUAA's execution of this Agreement. Nothing stated in this Agreement prohibits JMUAA 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 Product.

(h) JMUAA shall permit MBNA America to advertise the Program on a link to its home page and at other prominent locations within the internet site(s) of JMUAA.

MBNA America may establish a "hot-link" from such advertisement to another internet site to enable a person to apply for a Credit Card account, Business Credit Card Account, Consumer Gold Option or Consumer Gold Reserve and/or Business Gold Option or Business Gold Reserve Account. Any Credit Card Account, Business Credit Card Accounts, Consumer Gold Option or Consumer Gold Reserve Account, Business Gold Option or Business Gold Reserve Account generated pursuant to such a "hot-link" shall entitle JMUA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. JMUA shall modify or remove such advertisements within one business day of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of JMUA.

(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 JMUA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of JMUA. 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 JMUA.

4. REPRESENTATIONS AND WARRANTIES

(a) JMUA 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 negotiation, 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) JMUA A 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, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. JMUA A 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 (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. MBNA America will hold JMUA A, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse JMUA A's reasonable and actual costs in connection therewith (including attorneys' fees), arising from JMUA A's MBNA America approved use of any intellectual property rights of MBNA America or from MBNA America's use of any Mailing List(s) not for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to this indemnification.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to JMUA A. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form). Except as otherwise provided in Schedule A, 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 JMUA A with a statement showing: (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and

unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts; (ii) the Business Credit Card Account retail purchase transaction volume.

6. PROGRAM ADJUSTMENTS

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

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. 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 JMUA A 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 requested by any governmental regulatory authority. Nothing in this section shall prohibit JMUA A from disclosing such information to James Madison University and the JMU- Foundation.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2012. 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 conflict 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 JMUA A, 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 JMUA A becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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 JMUA A or any JMUA A Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, JMUA A shall not attempt to cause the removal of JMUA A'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.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, including any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, JMUA A agrees that neither JMUA A nor any JMUA A Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, JMUA A may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by JMUA A provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by JMUAAs pursuant to any GIP. In that regard, JMUAAs shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle JMUAAs to the Royalty 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 shall be coded by JMUAAs as instructed by MBNA America for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by JMUAAs pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of JMUAAs pursuant to any GIP shall be deducted from any or all Royalty payments due JMUAAs under this Agreement.

(e) JMUAAs 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.

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 4(b), 7, 10(c), 10(d) and 10(f) 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 JMUA:

JMU Alumni Association
Leeolou Alumni Center, MSC 4402
Harrisonburg, Virginia 22807

ATTENTION: Ms. Kim M. Hutto
Executive Director JMU Alumni Association

Fax #: (703) 568-3494

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884-0181

ATTENTION: Director of National Sales

Fax #: (302) 432-0805

With a copy to:

MBNA AMERICA (DELAWARE), N. A.
1100 North King Street
Wilmington, Delaware 19884-0463

ATTENTION: Director, Business Lending

Fax #: (302) 432-2414

With a copy to:

MBNA AMERICA (DELAWARE), N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director, Consumer Finance

Fax #: (302) 438-3041

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of MBNA, which shall not be unreasonably withheld, JMUA A may not assign any of its rights or obligations under or arising from this Agreement.

MBNA may not assign or transfer its rights and/or obligations under this Agreement without the written consent of JMUA A, which shall not be unreasonably withheld, conditioned or delayed; provided however, that MBNA may assign or transfer, without 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 (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; 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; or

(iii) to any MBNA Affiliate

MBNA may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain financial service products or services may be offered through MBNA's affiliates. For example, business credit cards are currently issued and administered by MBNA (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and JMUA A are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than JMUA A 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 or other labor disputes, 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.

(l) This contract is null and void in the event the JMUAA renews their agreement with their current provider within 30 days of execution of this agreement by JMUAA.

Deleted: (4)

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

JMU ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Kim M. Hutto

By: [Signature]

Name: Kim M. Hutto

Name: SCOTT A. Green

Title: Executive Director

Title: Senior Exec. Vice President

Date: July 1, 2005

Date: 11-14-05

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card 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 consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.65% (sixty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

B. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate

to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

2. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Cardholders using a Business Rewards Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns, account fees and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g. the purchase of wire transfers, money orders, bets, person-to-person money transfers, lottery tickets, or casino gaming chips).

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which 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 calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which 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 calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which 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 calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

G. 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. 0.020% (two basis points) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.

2. 0.020% (two basis points) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

H. GIP ACCOUNTS

1. \$50.00 (fifty dollars) for each consumer 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$50.00 (fifty 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.
3. \$35.00 (thirty-five dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-an-account Royalty.
4. \$35.00 (thirty-five dollars) for each Business 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 Business 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 Business Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

I. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$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.
3. 0.25% (twenty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

J. ROYALTY ADVANCES.

1. Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to JMUA A the sum of two hundred thousand dollars (\$250,000) ("Advance"), and upon each annual anniversary of the Effective Date during the initial term of this Agreement, MBNA America shall pay to JMUA A the sum of one hundred ten thousand dollars (\$125,000) (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 JMUA A, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to JMUA A as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to JMUA A hereunder, and (y) JMUA A hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) 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) JMUA A breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited by JMUA A or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited by JMUA A or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) MBNA America is prohibited by JMUA A from conducting on-campus promotion campaigns (e.g., tabling and postering) at major alumni events agreed upon by JMUA A during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to JMUA A in prior years, and pays JMUA A Royalties accrued by JMUA A over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.
3. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

K. ROYALTY GUARANTEE.

JMUA A shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than nine hundred and ten thousand dollars (\$1,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement JMUA A has not accrued \$1,000,000 in Royalties, MBNA America will pay JMUA A an amount equal to the Guarantee Amount minus the sum of all compensation accrued by JMUA A during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection J.1 (i.) - (v.), above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of December 13, 2005 by and between James Madison University Alumni Association ("JMUA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, JMUA and MBNA America are parties to that certain affinity agreement dated July 1, 2005, 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 JMUA; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, JMUA 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. Effective [July 1, 2005], Schedule A is hereby deleted in its entirety and replaced with Schedule A set as forth in Attachment #1 to this Addendum.
3. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. 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.

James Madison University Alumni Association

MBNA AMERICA BANK, N.A.

By: Kim M. Hutto
 Name: Kim M. Hutto
 Title: Executive Director
JMU Alumni Association
 Date: December 13, 2005

By: Thomas W. Brooks
 Name: Thomas W. Brooks
 Title: Senior EVP
 Date: 1/20/06

ATTACHMENT #1

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card 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 consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.65% (sixty five basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

B. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

2. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Cardholders using a Business Rewards Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns, account fees and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g. the purchase of wire transfers, money orders, bets, person-to-person money transfers, lottery tickets, or casino gaming chips).

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which 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 calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which 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 calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which 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 calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

G. 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. 0.020% (two basis points) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two basis points) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

H. GIP ACCOUNTS

1. \$50.00 (fifty dollars) for each consumer 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

2. \$50.00 (fifty 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.

3. \$35.00 (thirty-five dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-account Royalty.

4. \$35.00 (thirty-five dollars) for each Business 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 Business 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 Business Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

I. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$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.

3. 0.25% (twenty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

J. ROYALTY ADVANCES.

1. Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to JMUA A the sum of two hundred fifty thousand dollars (\$250,000) ("Advance"), and upon each annual anniversary of the Effective Date during the initial term of this Agreement, MBNA America shall pay to JMUA A the sum of one hundred twenty-five thousand dollars (\$125,000) (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 JMUA A, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to JMUA A as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to JMUA A hereunder, and (y) JMUA A hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) 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) JMUA A breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited by JMUA A or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited by JMUA A or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) MBNA America is prohibited by JMUA A from conducting on-campus promotion campaigns (e.g., tabling and postering) at major alumni events agreed upon by JMUA A during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to JMUA A in prior years, and pays JMUA A Royalties accrued by JMUA A over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.
3. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

K. ROYALTY GUARANTEE.

JMUA A shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million dollars (\$1,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement JMUA A has not accrued \$1,000,000 in Royalties, MBNA America will pay JMUA A an amount equal to the Guarantee Amount minus the sum of all compensation accrued by JMUA A during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection J.1 (i.) – (v.), above.

**ADDENDUM TO THE JAMES MADISON UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of July, 2010 (the "Addendum Effective Date") by and between James Madison University Alumni Association ("JMUA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, JMUA and Bank are parties to an Affinity Agreement entered into as of July 1, 2005, 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 JMUA; and

WHEREAS, JMUA and Bank mutually desire to modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, JMUA 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. Section 1 of the Agreement is hereby amended by adding the following new definition:

"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.

"Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application."

3. Section 1 of the Agreement is hereby amended by deleting the following terms and accompanying definitions: "Business Gold Option Account", "Business Gold Reserve Account", "Gold Option Account" and "Gold Reserve Account".

4. The following sentence is hereby added to Section 1(j):

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of James Madison University."

5. JMUA and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to JMUA for any Student Credit Card Accounts; however, pursuant to the trademark license granted by

JMUAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

6. The following sentence is hereby added to the end of Section 2(c) of the Agreement:

“Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from marketing to or accepting applications from students under the Program”.

7. The following new Section 5(c) is hereby added to the Agreement:

“(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 JMUAA 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 JMUAA’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 JMUAA, upon ninety (90) days advance written notice.”

8. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10(e):

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

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

“(2) If to FIA:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

Page 2 of 4
CONFIDENTIAL

With a copy to :

FIA Card Services, N.A.
1100 North King Street
Wilmington, DE 19884-0463

ATTENTION : Director, Business Lending

Fax # : (302) 432-2414”

10. Section A of Schedule A is hereby deleted from the Agreement in its entirety and replaced with the following new Section A:

“A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) 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 purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by 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. 0.65% (sixty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a 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)).”

11. Sections C, D, E, F, and G of Schedule A are hereby deleted from the Agreement in their entireties.

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

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

**JAMES MADISON UNIVERSITY
ALUMNI ASSOCIATION**

FIA CARD SERVICES, N.A.

By: *Ashley Rivott*
Name: *Ashley Rivott*
Title: *Executive Director*
Date: *July 29, 2010*

By: *Chad Pisarcik*
Name: *Chad Pisarcik*
Title: *SVP*
Date: *8/24/10*