

AMENDED AND RESTATED  
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 1st day of October, 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 SHEPHERD COLLEGE ALUMNI ASSOCIATION, having its principal place of business in Shepherdstown, WV ("SCAA") for themselves, and their respective successors and assigns.

WHEREAS, SCAA 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 SCAA; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs.
- (e) "Group Incentive Program " or "GIP" means any marketing or other program whereby SCAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which SCAA complies with the GIP provisions of this Agreement.

(g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(h) "Member" means a member of SCAA and/or other potential participants mutually agreed to by SCAA and MBNA America.

(i) "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.

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

(k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by SCAA during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF SCAA

(a) SCAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial 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 SCAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

(d) SCAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain SCAA's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, SCAA 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 SCAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due SCAA. Such Mailing Lists shall contain at least eleven thousand (11,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) SCAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to SCAA.

(g) SCAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits SCAA 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) SCAA shall provide MBNA America with a subscription without charge to any and all SCAA publications.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(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 SCAA.

(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 SCAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by SCAA.

### 4. REPRESENTATIONS AND WARRANTIES

(a) SCAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) SCAA 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 SCAA. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

## 6. CROSS INDEMNIFICATION

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

## 7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. 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 ("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 SCAA 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 September 30, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or SCAA, 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 SCAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

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

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by SCAA to the Members. Upon termination of this Agreement, SCAA shall not attempt to cause the removal of SCAA'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. 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 SCAA pursuant to any GIP. In that regard, SCAA shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle SCAA to the Royalty specified in Schedule B, 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 SCAA 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 B.

(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 SCAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content 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 SCAA pursuant to any GIP shall be deducted from any or all Royalty payments due SCAA under this Agreement.

(e) SCAA 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.

## 13. 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 SCAA:

SHEPHERD COLLEGE ALUMNI ASSOCIATION  
Office of Alumni Affairs, Shepherd College  
Shepherdstown, WV 25443

ATTENTION: ~~Ken Boone~~ Julie St. Marie <sup>SM</sup>  
President

(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. If SCAA is providing MBNA America with notice pursuant to Section 9 herein, SCAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, SCAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of SCAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

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

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

SHEPHERD COLLEGE ALUMNI  
ASSOCIATION

By:

John St. Marie JSM

Name:

John St. Marie

Title:

President

MBNA AMERICA BANK, N.A.

By:

David L. Harris

Name:

David L. Harris

Title:

Executive 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.
2. The current annual percentage rate will be a fixed rate of 17.9%, 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.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

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

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

#### C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>SM</sup> (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%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay SCAA 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 Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
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 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. \$0.25 (twenty five cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

#### B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

#### C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.

2. 0.25% (twenty five one-hundredths of one percent) of average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) 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.

E. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 (ten dollars) for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**ADDENDUM TO THE  
SHEPHERD COLLEGE ALUMNI ASSOCIATION  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of November, 1995, by and between the Shepherd College Alumni Association, having its principal place of business in Shepherdstown, West Virginia ("SCAA"), and MBNA America Bank, N.A., a national banking association located in Newark, Delaware ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SCAA and MBNA America are parties to an amended and restated affinity agreement dated October 1, 1995, 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 SCAA; and

WHEREAS, SCAA and MBNA America desire to amend the Original Agreement to modify and clarify its royalty provisions and extend the initial term of the Agreement, subject to the terms and conditions set forth herein.

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

1. The above recitals are incorporated herein. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 1(c) is hereby amended to read in its entirety as follows:

(d) "Customer" means any Member who is a participant in the Program.

(i) "Student Customer" means a Customer who is identified by SCAA as an undergraduate student of the Shepherd College.

(ii) "Alumni Customer" means a Customer who is not a Student Customer.

3. Section 1(b) is hereby amended in its entirety as follows:

(b) "Credit Card Account" mean a credit card account opened by MBNA America in response to marketing efforts made by MBNA America pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

4. Section 9 is hereby modified so that the initial term of the Agreement ends on October 31, 2000.

5. In accordance with MBNA America's right to modify the terms and features of the Program pursuant to Section 7 of the Agreement, Schedule A of the Agreement is hereby replaced in its entirety to read as follows:

## **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. ALUMNI CUSTOMER CREDIT CARD ACCOUNTS**

1. There is no annual fee for Alumni Customers.
2. For Alumni Customers, the current annual percentage rate will be a fixed rate of 17.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
3. Alumni Customers may be offered opportunities to select credit insurance as a benefit under the Program.

### **B. STUDENT CUSTOMER CREDIT CARD ACCOUNTS**

1. There is no annual fee for Student Customers.
2. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
3. Student Customers may be offered opportunities to select credit insurance as a benefit under the Program.

### **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 GoldOption<sup>SM</sup> (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%.

6. Schedule B of the Agreement is hereby amended to read in its entirety as follows:

**ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay SCAA 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. ALUMNI CUSTOMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni Customer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had charging privileges for each of the preceding twelve months.
3. \$0.25 (twenty five cents) for each retail purchase transaction made by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. STUDENT CUSTOMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Student Customer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$ 1.00 (one dollars) for each Student Customer Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Customer

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

3. \$0.15 (fifteen cents) for each retail purchase transaction made by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

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. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 (ten dollars) for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

7. 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

8. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument.

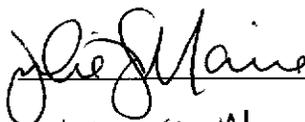
9. The Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed and delivered this Addendum as of the date indicated above, and such party and its representative warrant that such representative has been duly authorized to execute and deliver this Addendum for and on behalf of such party.

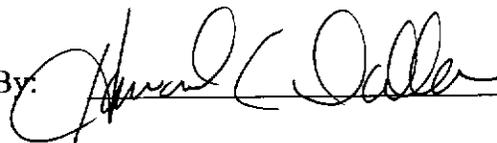
SHEPHERD COLLEGE  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By:



By:



Name:

Julie St. Marie

Name:

Howard C. Diller

Title:

President 3/18/96

Title:

SEVP

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 21 day of ~~June~~ <sup>March</sup> 2001, 2000 by and between Shepherd College Alumni Association ("SCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SCAA and MBNA America are parties to an affinity agreement dated as of October 1, 1995, as amended by an Addendum thereto dated as of November 1, 1995 (collectively, 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 SCAA; and

WHEREAS, SCAA and MBNA America mutually desire to extend the term of the Agreement, and to modify the compensation paid under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SCAA 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 October 31, 2005. <sup>2003</sup> 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. Effective commencing as of October 1, 2000, Schedule B, Section A of the Agreement is hereby amended to read in its entirety as follows:

A. ALUMNI CUSTOMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni Customer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Customer Credit Card Account; and 2) has had charging privileges for each of the preceding twelve months.
3. 0.50% (one-half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

4. Effective commencing as of October 1, 2000, Schedule B, Section F of the Agreement is hereby amended to read in its entirety as follows:

F. GIP ACCOUNTS

- 1. <sup>15.00 FIFTEEN</sup> ~~\$14.00 (fourteen)~~ dollars) for each Platinum Plus and Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
- 2. <sup>10.00 TEN</sup> ~~\$9.00 (nine)~~ dollars) for each Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an account Royalty.

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. 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.

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.

SHEPHERD COLLEGE ALUMNI ASSOCIATION

By: J. D. Reckard  
 Name: \_\_\_\_\_  
 Title: Treasurer  
 Date: 11/17/00

MBNA AMERICA BANK, N.A.

By: [Signature]  
 Name: Michael Durrah  
 Title: SEVP  
 Date: March 27, 2001

**FIA CARD SERVICES™**

FIA Card Services, DE5-001-08-02  
1100 N. King Street  
Wilmington, DE 19884

Tel: 800.441.7048

**VIA Overnight Delivery**

May 5, 2011

Shepherd College Alumni Association  
Office of Alumni Affairs  
Shepherd College  
Shepherdstown, WV 25443

Attn: Ms. Julie St Marie  
President

Dear Ms. St. Marie:

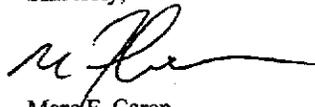
I am writing to inform you that following a comprehensive review of the Shepherd College Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated as of October 1, 1995, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 2 of the Term Extension Addendum dated as of March 27, 2001.

The Agreement's expiration date is October 31, 2011.

We have appreciated your endorsement.

Sincerely,



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