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AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION, a Delaware corporation, having its principal place of business in Newark, Delaware (hereinafter referred to as "UDAA") for themselves, their successors and assigns.

Intending to be legally bound, MBNA America and UDAA hereby agree as follows:

ARTICLE 1

DEFINITIONS

When used in this Agreement,

"Agreement" means this Agreement and Schedules A and B attached hereto and incorporated herein by reference.

"Anniversary Date" means July 1, 1996, or the final day of the term of any extension of this Agreement, as provided for herein, whichever occurs later.

"Financial Services" includes, but is not limited to, credit card programs, revolving loan programs, general bank card services, travel and entertainment card services and deposit services.

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

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

"Member" means members of UDAA plus other participants mutually agreed to by UDAA and MBNA America.

"Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members under this Agreement.

"Trademarks" means any logo, servicemark, tradedress, tradename, or trademark presently used or acquired by UDAA during the term of this Agreement.

ARTICLE 2

AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America shall offer the Program to the Members, and shall directly compensate UDAA with Royalties generated thereby. UDAA agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

ARTICLE 3

TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a three (3) year period beginning July 1, 1993 and ending July 1, 1996. This Agreement shall be automatically extended on the Anniversary Date or any extension thereof for successive one-year periods unless any party gives written notice at least ninety (90) days but not more than one hundred and eighty (180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) MBNA America shall have the right of prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by UDAA to the Members. Upon termination or expiration of this

Agreement, UDAA shall not take action with MBNA America, or any other person to cause the removal of UDAA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Article 3(b) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF UDAA

(a) UDAA shall during the term of this Agreement and any extension thereof as provided for in this Agreement, endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. UDAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. UDAA further agrees that during the term of this Agreement, no UDAA publication shall carry advertisements for any other Financial Services. Notwithstanding anything contained herein to the contrary, however, MBNA America acknowledges that UDAA does not presently control any publication and agrees that any advertisement for financial services other than MBNA America Financial Services in a publication not controlled by UDAA shall not constitute an Event of Default.

(b) UDAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) UDAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either UDAA's Trademark or the endorsement of UDAA which approval shall not be unreasonably withheld or delayed.

(d) UDAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UDAA.

(e) UDAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UDAA.

(f) UDAA hereby grants MBNA America a limited, non-exclusive license to use its 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 of any successor corporation or organization as well as any Trademarks used or acquired by UDAA during the term of this Agreement. Nothing stated in this Agreement prohibits UDAA 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 Services as specifically limited or restricted by this Agreement.

(g) UDAA shall provide MBNA America with a subscription without charge to any and all UDAA publications.

ARTICLE 5

UDAA'S REPRESENTATIONS AND WARRANTIES

UDAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of UDAA.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of UDAA. However, MBNA America may maintain separately all information which it obtains as a result of an

account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by UDAA.

ARTICLE 7

MBNA AMERICA'S RATE PROVISIONS

Schedules A and B attached hereto and incorporated herein by reference are accurate as of July 1, 1993, and MBNA America shall not adjust the rate provisions of this Schedule A for ninety (90) days from such date.

ARTICLE 8

ROYALTIES

During the term of this Agreement, MBNA America shall pay to UDAA all Royalties set forth in Schedules A and B, attached hereto and by reference incorporated herein. UDAA shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

ARTICLE 9

INDEMNIFICATION

UDAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by UDAA or MBNA, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for

in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

MBNA America shall, at its expense, have UDAA added as an additional named insured to MBNA America's general liability personal injury and property damage insurance policy subject to the terms of that policy or its replacement, and shall maintain such coverage for the duration of this Agreement. MBNA America shall provide a certificate of the insurance policy to UDAA within ninety (90) days of the execution of this Agreement.

ARTICLE 10

RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform UDAA prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

ARTICLE 11

CONFIDENTIALITY OF AGREEMENT

MBNA America and UDAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and UDAA shall be permitted to disclose such terms to their accountants, legal, financial

and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

MBNA acknowledges that as of the execution of this Agreement, certain UDAA members of the Board of Directors, officers, staff and Members have been apprised of the terms of this Agreement. MBNA further acknowledges that certain other officials of the University of Delaware have been apprised of the terms of the Agreement. Additionally, UDAA is permitted to respond to individual inquiries about the Program on an individual basis from current or potential Members in the ordinary course of its business, including, but not limited to answering routine questions, and dealing with UDAA administrative matters. MBNA America acknowledges these circumstances and that these circumstances shall not constitute an Event of Default as defined in Articles 12(a) or 12(b).

ARTICLE 12

EVENTS OF DEFAULT

(a) The failure of either party to materially perform and observe any term or obligation of this Agreement shall constitute a default.

(b) Either party makes a materially false or materially misleading statement, certificate, representation or warranty with respect to anything contemplated by or set forth in this Agreement shall constitute a default.

(c) If either MBNA America or UDAA becomes insolvent in that its liabilities exceed its assets, is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted or Mailing Lists provided under this Agreement shall not constitute

assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

ARTICLE 13

REMEDIES

Upon or after the occurrence of any Event of Default as defined in Article 12(a) and Article 12(b) of this Agreement by MBNA America or UDAA, which default continues for 60 days after the party affected by the default gives written notice to the other party specifying such default and demanding that it be cured, then the affected party may, in its sole discretion, cancel this Agreement; provided, however, that if the default cannot be wholly cured within the 60-day period, the defaulting party may have any longer period that is reasonably necessary to cure the default, so long as such party proceeds promptly to cure it within the period and advises the other party from time to time upon request of the actions that it is taking and the progress that is being made.

ARTICLE 14

STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

ARTICLE 15

MISCELLANEOUS

15.1 Modification. This Agreement may not be changed, modified or discharged, except by way of a written instrument, signed by all of the parties hereto.

15.2 Survival. The obligations in Sections 9, 11 and 3(b) shall survive any termination or expiration of this Agreement.

15.3 Failure to Act. The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any right or any future rights.

15.4 Captions. The captions and headings used herein are for convenience in reference only and shall not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

15.5 Severability. 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.

15.6 Notices. All notices to the parties shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested to the following addresses:

If to UDAA:
UNIVERSITY OF DELAWARE
Office of Alumni Relations
Newark, Delaware 19716
ATTENTION: President of University of Delaware
Alumni Association

If to MBNA America:
MBNA AMERICA BANK, N.A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. William P. Morrison,
Executive Vice President

or to such other addresses as may hereafter be designated by like notice to the other party.

15.7 Complete Agreement. This Agreement, and any exhibits or schedules attached hereto, represents 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 either party or its employees, officers or agents shall be valid and binding. It is further understood and agreed that, except as herein otherwise provided no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to a writing signed by them.

15.8 No Agency. It is agreed and understood that MBNA America, and UDAA are not agents, representatives or employees of each other.

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

15.10 Notwithstanding anything else in this Agreement to the contrary, this Agreement and any or all rights hereunder shall be assignable or transferrable by MBNA America. If such assignment results in a material decrease of service level or product offerings, then UDAA shall have the right to terminate the Agreement with sixty days notice to the Assignee. A transfer shall be deemed to include any merger or consolidation of MBNA America into any entity and/or any transfer of all or substantially all of the assets of MBNA America to any other entity.

15.11 Counterparts. 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.

15.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enfoceable by the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

ATTEST:

_____

UNIVERSITY OF DELAWARE
ALUMNI ASSOCIATION

BY: Steven M. Bonin (SEAL)

Title: President

Dated this 25 day
of MAY, 1993

ATTEST:

_____

MBNA AMERICA BANK, N.A.

BY: [illegible] (SEAL)

Title: Executive Vice President

Dated this 28 day
of May, 1993

SCHEDULE A

I. TERMS AND FEATURES

Subject to MBNA America's right to vary the terms and features of the program, and to the terms and conditions entered into between MBNA America and each Customer.

A. Credit Card Accounts

- There is NO Annual Fee for the first two years for UDAA/Bank of Delaware cardholders who convert to the MBNA America Card, providing UDAA can provide MBNA with a list of those Members who are UDAA/Bank of Delaware cardholders.
- There is NO Annual Fee for the first year for the Members.
- The Annual Fee, when applied, is:

  $30.00 Gold Credit Card Account;
  $15.00 Preferred Credit Card Account;

- The current Annual Percentage Rate for Alumni Members of UDAA will be a fixed rate of 16.9%, or a variable rate of prime rate plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published in the money Rates Section of The Wall Street Journal. A Customer's rate may also vary depending on the payment history of the Customer and will be determined on a quarterly basis. The terms referenced above will be subject in all respects to the terms set forth in the Credit Card Agreement entered into between MBNA America and each such Customer, as the same may be amended from time to time.

- The current Annual Percentage Rate for Student Members of UDAA is 17.9%.

B. GoldReserve Accounts

- There is No Annual Fee for the first six months for the Members.
- The Annual Fee the second six months, when applied, is $7.50.
- Thereafter the Annual Fee, when applied, is $15.00.
- The current Annual Percentage Rate is 16.9%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay UDAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- $1.00 for every new Credit Card Account opened by a Member of UDAA which remains open for at least ninety (90) days.

- $6.00 each year a Gold Credit Card Account is renewed by a Customer and an Annual Fee is paid by the Customer.

- $3.00 each year a Preferred Credit Card Account is renewed by a Member of UDAA, and an Annual Fee is paid by the Customer.

- .50 of 1% of all retail purchase transactions made by Alumni Members of UDAA (net refunds and returns).

- $0.15 per retail transaction made by Student Members of UDAA (net refunds and returns).

- $15.00 for every Gold Credit Card Account opened by UDAA, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UDAA. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UDAA must be approved in writing by MBNA America prior to distribution.

- $10.00 for every Preferred Credit Card Account opened by UDAA, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UDAA. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UDAA must be approved in writing by MBNA America prior to distribution.

- Upon implementation of the first direct mail marketing effort, MBNA America agrees to make a one-time payment to UDAA of $25,000 (twenty five thousand dollars) as an advance on first year royalties, as outlined above, provided UDAA allows for the full implementation of program marketing (direct mail, telemarketing, direct promotions).

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS (OFFERED TO ALUMNI MEMBERS ONLY)

1. $0.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.

2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.

3. $2.00 for each Gold Reserve Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

(a) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average ("DMF") seven-day yield.

(b) Customers receive a separate "Rate Advantages" above the DMF for balances between $15,000 and $49,999; and for balances $50,000 and over; balances below $2,500 earn the lesser of DMF minus .25% or 5.25% per annum; balances between $2,500 and $14,999 earn the actual DMF.

(c) Customers may write up to three (3) checks per statement cycle.

(d) Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

(a) The interest rate for the stated term of the CD is guaranteed to stay the same.

(b) Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.

(c) There will be penalties assessed for early withdrawal according to the terms of the CD.

(d) Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. MMDA AND CD

(a) All eligible deposits will be insured consistent with FDIC regulations (currently insured to $100,000 per depositor);

(b) Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily;

(c) A minimum deposit of at least $2,500 is required to establish each account.

(d) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

IV. ROYALTIES

(a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of UDAA Members obtained by MBNA America pursuant to the Program.

(b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of UDAA Members obtained by MBNA America pursuant to the Program.

(c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

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ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 9 day of November, 1994, by and between UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION ("UDAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

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

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

   $6.00 (six dollars) for each Gold 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 other 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.

   $3.00 (three dollars) for each Preferred 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 other than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

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

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

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

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION

By: Steven N. Bonine

Name: STEVEN N. BONINE

Title: PRESIDENT

MBNA AMERICA BANK, N.A.

By: _____

Name: Howard C. Wallace

Title: Executive Vice President

RENEWAL ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of 10th day of October, 1995, by and between UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION ("UDAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UDAA and MBNA America mutually desire to amend the Agreement entered into May 25, 1993 (the "Original Agreement") and as amended by addenda dated August 31, 1993 and November 9, 1994, respectively;

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

1. Article 1, Definitions

(a) When used in the Original Agreement, as amended by this Addendum (the "Agreement"), "Anniversary Date" means September 30, 2000, or the final day of the term of any extension of this Agreement, as provided for herein, whichever occurs later.

(b) The definition of "Financial Services" is hereby amended by deleting the phrase ", but is not limited to," from the first line of the definition.

(c) The definition of "Mailing Lists" is hereby amended by adding the following to the end thereof: "Mailing Lists shall not include any information with respect to Members who have requested that UDAA refrain from providing their personal information to other entities."

(d) The definition of "Program" is hereby amended to read in its entirety as follows: "'Program' means those programs and services of the Financial Services that the parties hereto agree in writing that MBNA America shall offer to Members under this Agreement."

(e) Article 1 is hereby amended by adding the following definitions:

> "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
>
> "Non-Student Credit Card Account" means a Credit Card Account issued to any individual other than a Student Customer.
>
> "Non-Student Customer" means a Member who is not a Student Customer and is a participant in the Program.

"Student Customer" means a Member who is enrolled in the University of Delaware as a student and is a participant in the Program.

"Student Credit Card Account" means a Credit Card Account issued to a Student Customer.

2. Article 2, Agreement to Provide Services

The last sentence of Article 2 is hereby amended by adding the following to the end thereof: "in connection with the Program."

3. Article 3, Term of Agreement

Section 2(a) is hereby modified to read as follows:

(a) The initial term of this Agreement will be for a five (5) year period beginning September 30, 1995 and ending September 30, 2000. This Agreement shall be automatically extended on the Anniversary Date or any extension thereof for successive one-year periods unless any party gives written notice at least ninety (90) days but not more than one hundred and eighty (180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

4. Article 4, Rights and Responsibilities of UDAA

(a) Section 4(c) is hereby amended to read in its entirety as follows: "UDAA's prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either UDAA's Trademark or the endorsement of UDAA (including without limitation mailings and scripted material used in connection with telephone solicitation), shall not be unreasonably withheld or delayed."

(b) The first sentence of Section 4(f) is hereby amended to read in its entirety as follows: "UDAA hereby grants to MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program and pursuant to the terms of this Agreement, including the promotion thereof."

5. Article 6, Rights and Responsibilities of MBNA America

(a) The first sentence of Section 6(e) is hereby amended to read in its entirety as follows: "MBNA America shall use the Mailing Lists only pursuant to this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose."

(b) Article 6 is hereby amended by adding the following new Section 6(f):

(f) MBNA America acknowledges that any action taken by any third party that MBNA America uses to fulfill its obligations under this Agreement, or any failure of such third party to take an action required by this Agreement, where such action or inaction would, if committed by MBNA America, constitute a breach of this Agreement by MBNA America, shall be deemed a breach of this Agreement by MBNA America, and MBNA America assumes full liability for all such actions and inactions of such third parties in conjunction with this Agreement.

6. Article 7, MBNA America's Rate Provisions

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

7. Article 9, Indemnification

The following is hereby added to Article 9 as the second paragraph thereof, before the current second paragraph:

> MBNA America will indemnify, defend and hold harmless UDAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any cause of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which UDAA is included as a defendant (referred to as a "Claim"). UDAA shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. UDAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If UDAA takes any Action with respect to a Claim without MBNA America's written approval or UDAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Article 9 to indemnify, defend and hold UDAA harmless with respect to that Claim.

8. Article 11, Confidentiality

Article 11 is hereby amended by replacing the reference therein to "Section 8" with "Article 11".

9. Article 15, Miscellaneous

Section 15.6 is hereby modified to read in its entirety as follows: "All notices to the parties shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested to the following addresses:

If to UDAA:
University of Delaware
Office of Alumni Relations
Newark, Delaware 19716
Attention: President of University of Delaware
Alumni Association

If to MBNA America:
MBNA America Bank, N.A.
400 Christiana Road
Newark, Delaware 19713
Attention: David L. Harris
Executive Vice President

or to such other addresses as may hereafter be designated by like notice to the other party."

10. SCHEDULE A is hereby modified by MBNA America to read in its entirety as follows:

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee for Customers.

2. The current annual percentage rate for Non-Student Customers will be a fixed rate of 17.9%, or a variable rate of prime plus 7.9%. For variable

rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

3. The current annual percentage rate for Student Customers will be a fixed rate of 18.9%, or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

4. 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℠ (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%.

11. SCHEDULE B is hereby amended by the parties to read in its entirety as follows:

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UDAA 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. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Non-Student Customers using a Non-Student Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

5. 1% (one percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. $2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.

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

D. DEPOSIT ACCOUNTS

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

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

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

1. $15.00 (fifteen dollars) for each Gold GIP Account opened by UDAA and not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UDAA, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty. This is a one-time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UDAA must be approved in writing by MBNA America prior to distribution.

2. $10.00 (ten dollars) for every Preferred GIP Account opened by UDAA and not generated by MBNA America marketing programs, but through

internal programs sponsored and funded by UDAA, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty. This is a one-time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UDAA must be approved in writing by MBNA America prior to distribution.

F. ADVANCE

Provided the Agreement remains in full force and effect for the initial term of the Addendum and UDAA allows for the full implementation of Program marketing as defined in Article 4 and on-campus promotions (on-campus promotions subject to University approval), subject to these conditions, MBNA America shall advance an amount of $100,000 (one hundred thousand dollars) which will be paid upon completion of the first full marketing campaign, said amount to be deducted from the Royalties earned by UDAA under this Agreement. All Royalties earned by UDAA pursuant to this Agreement shall, in lieu of direct payment to UDAA, be applied against the amount of the Advance and Guarantee until such time as all Advance and Guarantee to UDAA are fully recouped by MBNA America. Any Royalties earned thereafter shall be paid to UDAA as provided in this Agreement.

The first full marketing campaign shall consist of: Direct mail and telemarketing to the full Mailing List of marketable names.

G. GUARANTEE

UDAA shall be guaranteed royalties of $400,000 (four hundred thousand dollars) during the initial term of the Agreement, payable on the last day of the initial term of the Agreement, if not previously earned and if:

1. MBNA America opens a minimum of 4,000 (four thousand) new Credit Card Accounts per year in the first three (3) years of the Agreement; and

2. MBNA America conducts a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement; and

3. MBNA America Direct Promotions is given the ability to promote the Program "on campus" at major events as well as on an ongoing basis through tabling and postering, subject to University approval.

12. Except as amended by this Addendum, all of the terms, conditions and covenants of the Original Agreement are valid, shall remain in full force and effect, and are hereby

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

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

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION

By: Barbara J. Owens

Name: _____

Title: _____

MBNA AMERICA BANK, N.A.

By: _____

Name: David L. Harris

Title: Exec. V.P.

CUSTOMER LIST ADDENDUM
TO THE UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 11 day of February, 1997 by and between University of Delaware Alumni Association ("UDAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.

2. Each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide UDAA with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.

3. UDAA shall return to MBNA America each Customer List, in the same form as received by UDAA within thirty (30) days of receipt of such Customer List. UDAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

4. Any Customer List provided to UDAA may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to UDAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

(a) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
(b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
(c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. UDAA expressly acknowledges and agrees that UDAA has no property right or interest whatsoever in any Customer List. UDAA shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times UDAA shall keep in confidence and trust all Customer Lists. UDAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and UDAA specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

6. UDAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. UDAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. UDAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to UDAA from time to time. UDAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UDAA who need such access to perform their duties for UDAA. In view of the confidential nature of the Customer List, UDAA warrants that UDAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

7. Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by UDAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars ($20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars ($150,000.00) per breach. In addition, UDAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UDAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

8. In the event UDAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, UDAA agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

9. 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.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide UDAA with a Customer List) shall survive the termination of the Agreement.

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

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By: Barbara Owens	By: Howard C. Wallace
Name: Barbara Owens	Name: HOWARD C. WALLACE
Title: President	Title: SENIOR EXECUTIVE VICE PRESIDENT

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MBNA AMERICA

MBNA America Bank, N.A.
Wilmington, Delaware 19884

(302) 453-9930

May 30, 1997

Mr. Edgar Johnson
Director
Department of Athletics
University of Delaware
Bob Carpenter Center
Newark, DE 19716-2001

Dear Edgar:

This letter agreement ("Letter Agreement") sets forth certain understandings and obligations between The Department of Athletics of the University of Delaware ("Athletics"), having its principal place of business in Newark, Delaware and MBNA America Bank, N.A. ("MBNA America") located at 1100 North King Street, Wilmington, Delaware 19884.

Now in consideration of the promises and the mutual convenants contained herein, and for other good and valuable consideration the parties agree as follows:

1. Granting of Sponsorship Rights

During the term of this Letter Agreement, Athletics hereby grants to MBNA America the following:

1.1 permission and the right to have a minimum of two (2) display tables inside the University of Delaware Stadium ("Stadium") for all 1997 regular season home football games, and any other mutually agreed upon events. The exact location of such display tables in the Stadium shall be mutually agreed upon by the parties, but in no event shall such display tables be positioned in a remote/non accessible area of the Stadium. These display tables shall be used by MBNA America for the purpose of promoting the MBNA America/University of Delaware Alumni Association credit card program ("Credit Card Program").

1.2 permission and the right to have a minimum of two (2) display tables within the Bob Carpenter Center ("Center") for all 1997-98 regular season basketball games, and any other mutually agreed upon events. The exact location of such display tables in the Center shall be mutually agreed upon by the parties, but in no event shall such display tables be positioned in a remote/non accessible area of the Center. These display tables shall be used by MBNA America for the purpose of promoting the Credit Card Program.

1.3 on a periodic basis, as requested by MBNA America, provide to MBNA America Athletics information, including, but not limited to, announcing sporting and other

University of Delaware events for the purpose of including such information on Credit Card Program customers periodic statements. Additionally, upon advance notice of specifications, at least two (2) months prior to the month MBNA America intends to include such pre-printed materials in periodic statements, and upon request, provide MBNA America with pre-printed materials to be included with Credit Card Program customers periodic statement.

1.4 permission to exclusively use Athletics trademarks (including, but not limited to, tradename, service marks, logos, and tradedress used or acquired by Athletics "Trademarks") in connection with the promotion of the Credit Card Program. The Trademarks shall be used by Athletics and MBNA America on premiums (give aways upon completion of the Credit Card Program application), Credit Card Program applications and other Credit Card Program materials. Athletics agrees not to license or allow others to license the Trademarks in relation to or for promoting any credit card or charge card program of any entity other than MBNA America. Further, Athletics represents and warrants that Athletics has the right and power to license the Trademarks to MBNA America for use as contemplated by this Letter Agreement. Athletics agrees to hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein of from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in writing upon learning of any claims or complaints relating to such license of the use of the Trademarks.

1.5 cooperation and assistance with: product display locations; number of events; product displays; and designing premium items.

1.6 provide MBNA, upon request, in a format mutually agreed upon, with lists maintained by Athletics, of season ticket holders and friends of Athletics (the "Mailing List"). All Mailing List tapes shall be provided to MBNA America no later than forty-five (45) days before the mail date. Athletics agrees not to sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of the Mailing Lists in relation to or for promoting any credit card or charge card program of any entity other than MBNA America.

1.7 provide MBNA America with approval, pursuant to Section 2.1 below, of all applicable Credit Card Program advertising and solicitation materials within five (5) business days of receipt.

2. MBNA America's Responsibilities

During the term of this Letter Agreement, MBNA America agrees:

2.1 Athletics shall have the right of prior approval of Credit Card Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed.

2.2 MBNA America shall use the Mailing Lists provided to MBNA America only in connection with the marketing of the Credit Card Program, and MBNA America agrees not to permit any entities handling these Mailing Lists to use them for any other purpose. MBNA America agrees to return the Mailing Lists to Athletics within a reasonable period of time upon completion of any applicable direct mail campaign.

2.3 to use reasonable efforts to develop and assist in the placement of appropriate marketing messages/materials to be included on Athletics season schedules and ticket information.

2.4 use good faith efforts to inform MBNA America employees of Athletics activities. on a periodic basis, and through appropriate venues.

2.5 Within thirty (30) days of the full execution ("Execution Date") of this Letter Agreement, MBNA America shall pay Athletics five thousand dollars ($5,000.00) and each year thereafter on the anniversary date ("Payment Amounts"). Athletics shall ensure MBNA America is reimbursed the Payment Amounts if this Letter Agreement terminates prior to the end of the term, or if Athletics breaches any of its obligations under this Letter Agreement.

3. Miscellaneous

3.1 This Letter Agreement 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. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. This Letter Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

3.2 The terms of this Letter 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 Letter 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 Letter Agreement or as mutually agreed in writing. Alumni Association and MBNA 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.

3.3 The term of this Agreement shall begin the Effective Date and end September 30, 2000. This Letter Agreement shall be automatically extended on September 30, 2000 for successive one year periods, if the Credit Card Program agreement between MBNA America and University of Delaware Alumni Association auto renews on September 30, 2000. If the Credit Card Program agreement terminates prior to September 30, 2000, this Letter Agreement shall also terminate and/or expire as of the same date the Credit Card Program Agreement is terminated. MBNA America shall have the right to terminate this Agreement without cause upon ninety (90) days advance written notice to Athletics.

To acknowledge your agreement with the above terms, please sign this letter below where indicated.

Sincerely,

John C. Richmond
Senior Executive Vice President
MBNA America Bank, N.A.

Accepted and Agreed To:
Athletics

Edgar Johnson
Director
~~May~~ June 6, 1997 EJ.

Acknowledged By:
University of Delaware

_____

and,

University of Delaware Alumni Association

Robert R. Davis
Director/Office of Alumni and University Relations

PLUS MILES ADDENDUM
TO THE UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 17th day of June, 1997 by and between University of Delaware Alumni Association ("UDAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, UDAA and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of UDAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UDAA 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 parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by UDAA under the Agreement.

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

4. During the term of the Agreement, UDAA will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

5. Upon termination or expiration of the Agreement, or any aspect of the Program, UDAA shall not take action to cause the removal of UDAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, UDAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UDAA represents and warrants that UDAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. 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.

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

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

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION

By: Barbara J. Owens

Name: Barbara J. Owens

Title: President, Alumni Association

MBNA AMERICA BANK, N.A.

By: [illegible]

Name: JOHN C RICHMOND

Title: Sr. Executive V.P.

Attachment #1

I. Plus Miles Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

A. $35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.

B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.

C. Customers may be able to select credit insurance as a benefit under the Program.

II. Plus Miles Credit Card Account Royalties

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

A. $1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.

B. $17.00 (seventeen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this _____ day of _____, 199__ (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America"), and UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION, ("UDAA"), for themselves, and their respective successors and assigns, agree as follows:

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

2. MBNA America may offer certain auto insurance products (the "Auto Insurance Products") to the members of UDAA and/or other potential participants mutually agreed to by UDAA and MBNA America (the "Members"). MBNA America shall select those programs and services of the Auto Insurance Products MBNA America agrees to make available pursuant to this Addendum from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features. MBNA America shall use its best efforts to provide UDAA with prior notice of any significant adjustment to the Insurance Program and its terms and features.

3. UDAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. UDAA shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.

4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, UDAA shall provide MBNA America with an updated and current mailing list that contains the names, postal addresses and phone numbers of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristics (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least ninety-six Thousand (96,000) names with corresponding postal addresses and, when available, telephone numbers. MBNA America shall use the Mailing Lists provided, or any copies or reproductions of the Mailing List, pursuant to this Addendum consistent with this Addendum 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 Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of UDAA. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Addendum and/or the Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UDAA.

5. UDAA hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UDAA during the term of this Addendum (each, a "Trademark"). This license shall be transferred upon assignment of this Addendum and/or the Affinity Agreement. This license shall remain in effect for the duration of this Addendum 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. UDAA shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain UDAA's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Addendum prohibits UDAA 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 Auto Insurance Products.

6. UDAA agrees that during the term of this Addendum: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Auto Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) 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 Auto Insurance Products.

7. UDAA shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by UDAA that is intended for MBNA America (e.g., applications, payments, 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.

8. During the term of this Addendum, MBNA America shall pay quarterly compensation to UDAA as follows:

(a) $3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Member who is responding to a contact made under the Insurance Program.

(b) $5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an Automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.

9. MBNA America's payments to UDAA (i) are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Affinity Agreement, and the compensation referenced in the Affinity Agreement shall not apply to Auto Insurance Products. All payments due under this Addendum are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

10. The terms of this Addendum, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Addendum ("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 Addendum or as mutually agreed in writing. MBNA America and UDAA 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.

11. In the event of any material breach of this Addendum by MBNA America or UDAA, the other party may terminate this Addendum (but not the Affinity 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 Addendum. 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 Addendum shall terminate sixty (60) days after the Cure Period. 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.

12. Upon termination of this Addendum, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) UDAA shall not attempt to cause the removal of UDAA's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Addendum; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Addendum; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 10, 12 and 14 of this Addendum shall survive. 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 Addendum to be communicated by UDAA to the Members. Such approval shall not be unreasonably withheld.

13. UDAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Addendum:

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

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

(c) This Addendum 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.

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

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

14. UDAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Addendum that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Addendum. UDAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

15. This Addendum cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Addendum shall not be deemed a waiver of such right or any other rights. If any part of this Addendum 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 Addendum which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. 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.

16. This Addendum 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. This Addendum contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. MBNA America may utilize the services of any third party in fulfilling its obligations under this Addendum.

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

18. All notices relating to this Addendum 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 UDAA:

UDAA
Office of Alumni Relations
Newark, DE 19716

ATTENTION: Mr. Bob Davis,
Director

(2) If to MBNA America:

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

ATTENTION: Insurance Division Manager

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

19. Notwithstanding any other provision of the Affinity Agreement, the initial term of this Addendum will begin on the Effective Date and end on December 31, 2002. This Addendum 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. The expiration or termination of the Affinity Agreement shall not terminate this Addendum. If the Affinity Agreement expires or terminates, MBNA America may terminate this Addendum upon notice to UDAA. If either MBNA America or UDAA 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 Addendum.

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

UNIVERSITY OF DELAWARE
ALUMNI ASSOCIATION

By: [signature]

Name: Richard S. Mrez

Title: President

MBNA AMERICA BANK, N.A.

By: [signature]

Name: _____

Title: _____

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TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this fifth day of October 1999 by and between University of Delaware Alumni Association ("UDAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UDAA and MBNA America are parties to an affinity agreement last dated May 28, 1993 (the "Original Agreement"), as the same may have been amended by addenda dated August 24, 1993, November 9, 1994, October 10, 1995, February 11, 1997, June 17, 1997 and an Insurance Products Addendum dated January 26,1998 (collectively, the Original Agreement and all addenda modifying the Agreement are hereinafter referred to as 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 UDAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UDAA 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 September 30, 2009. 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. In addition to UDAA's obligations under the Agreement to exclusively endorse the Program, UDAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Services of any organization other than MBNA America.

4. The parties hereby agree that effective October 5, 1999, the August 24, 1993 addendum shall have no further force and effect.

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. 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.

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.

UNIVERSITY OF DELAWARE
ALUMNI ASSOCIATION

By: _____

Name: Charlotte Waterbury Brown

Title: President UDAA

Date: October 14, 1999

MBNA AMERICA BANK, N.A.

By: Dax Cummings

Name: DM Cummings Jr

Title: Senior Executive Vice President

Date: 10/26/99

MBNA
MID-ATLANTIC

MBNA Mid-Atlantic
11333 McCormick Road
Hunt Valley, Maryland 21031

January 24, 2000

Mr. Richard Ruggerio
Director of Marketing
Office of Public Relations
University of Delaware
150 South College Street
Newark, DE 19716-7201

Dear Rich:

This letter agreement ("Letter Agreement") sets forth certain understandings and obligations between the University of Delaware, located at in Newark, Delaware ("UD"), and MBNA America Bank, N.A., located at 1100 North King Street, Wilmington, Delaware 19884 ("MBNA America").

WHEREAS, over the last several years, MBNA America Bank, N.A. ("MBNA America") has been the title sponsor ("Title Sponsor") of the MBNA Blue Hen Golf Classic; and

WHEREAS, the parties to this Letter Agreement desire to continue this arrangement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. This Letter Agreement shall be effective as of the date first above written and will end on September 30, 2004 unless extended by written agreement of the parties.

2. During the term of this Letter Agreement, UD hereby grants to MBNA America, on an annual basis, the following:

   (a) Pre-event Publicity:
   Recognition as the Title Sponsor throughout the entire tournament advertising campaign, including all television, radio and print advertisements and other types of publicity.

(b) On-site Exposure:

A four-color, back cover ad in the official tournament program;
A four-color, back cover ad in the auction program;
A black and white full page welcome letter in the official tournament program;
A black and white full page ad in Delaware's official football program;
Banner displays at all tournament entrances and DuPont Country Club's main ballroom; and
Hole signage (nonexclusive);

(c) Additional Participation Opportunities:

Twelve playing spots on DuPont's Championship Course; and
Eight playing spots on DuPont's Nemours Course;

(d) Right of First Refusal:

(e) During the term of this Letter Agreement through and including September 30, 2004, UD agrees that it shall negotiate solely with MBNA America in good faith for a further extension of the term hereof. During such time, unless notified by MBNA America that MBNA America does not intend to renew this Letter Agreement or enter into a new agreement, UD shall not negotiate with, enter into an agreement with, or otherwise discuss with any other entity the possibility of becoming the title sponsor of the Blue Hen Golf Classic.

3. During the term of this Letter Agreement, MBNA America will pay the following sums to UD, on or about the dates indicated:

- $30,000 (thirty-thousand dollars) on April 30, 2000;
- $33,000 (thirty-three thousand dollars) on April 30, 2001;
- $36,000 (thirty-six thousand dollars) on April 30, 2002;
- $39,000 (thirty-nine thousand dollars) on April 30, 2003; and
- $42,000 (forty-two thousand dollars) on April 30, 2004;

4. Both MBNA America and UD grant to the other permission to use each other's trademarks (including, but not limited to, tradename, service marks, logos, and tradedress used or acquired by UD ("Trademarks")) in connection with the promotion of the Blue Hen Golf Classic. Each party agrees not to license or allow others to license the Trademarks in relation to or for promoting any sports-related events for which either party has not granted permission to the other. Each party represents and warrants to the other that it has the right and power to license the Trademarks to the other for the use contemplated by this Letter Agreement. Each party agrees to hold the other party, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action and claims, and will reimburse the other party its reasonable and actual costs in connection therewith, arising from the Trademark license granted herein from that party's use of the Trademark and reliance thereon. Each party shall promptly

notify the other party in writing upon learning of any claims or complaints relating to such license of the use of the Trademarks.

5. Each party to this Letter Agreement reserves the right of prior written approval of all advertising and promotional materials of one party containing the Trademark of the other party relating to the subject matter of this Letter Agreement.

6. This Letter Agreement may be executed in any number of counterparts, each of which shall be construed an original, and all of which shall be deemed one and the same instrument. This Letter Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. This Letter Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. The terms of this Letter 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 executive of this Letter 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 Letter Agreement or as mutually agreed in writing. UD and MBNA America 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 an governmental regulatory authority.

To acknowledge your agreement with the above terms, please sign this Letter Agreement as indicated below.

Sincerely,

(Name) Michael Durroh
(Title) Senior Executive Vice Pres.
(Date) 3/23/00

Accepted and Agreed to:

University of Delaware

(Name) RICHARD RUGGERIO
(Title) DIRECTOR OF MARKETING
(Date) 2/10/00

MBNA
MID-ATLANTIC

MBNA Mid-Atlantic
11333 McCormick Road
Hunt Valley, Maryland 21031

(800) 789-6262
(410) 229-6800 Fax

March 6, 2000

Mr. Edgar Johnson, Director
Department of Athletics
University of Delaware
Bob Carpenter Center
Newark, DE 19716-2001

Dear Edgar:

This letter agreement ("Letter Agreement") amends and restates the letter agreement dated May 30, 1997 by and between the University of Delaware ("UD") on behalf of its Department of Athletics ("Athletics") having its principal place of business in Newark, Delaware and MBNA America Bank, N.A. ("MBNA America") located at 1100 North King Street, Wilmington, Delaware 19884.

WHEREAS, MBNA and UD, on behalf of Athletics, entered into a letter agreement dated May 30, 1997, concerning the marketing of credit card programs to certain individuals attending sporting events sponsored by UD; and

WHEREAS, the terms of that letter agreement shall terminate on September 30, 2000 and the parties hereto wish to modify and continue the relationship set forth in the letter agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Granting of Sponsorship Rights

During the term of this Letter Agreement, UD hereby grants to MBNA America the following:

1.1 Permission and the right to have a minimum of two (2) display tables inside the University of Delaware Stadium ("Stadium") for all regular session home football games beginning with the 2000/2001 academic year up to and including the 2004/2005 academic year, and any other mutually agreed upon events. The exact location of such display tables in the Stadium shall be mutually agreed upon by the parties, but in no event shall such display tables be positioned in a remote/non-accessible area of the Stadium. These display tables shall be used by MBNA America for the purpose of promoting the MBNA America/University of Delaware Alumni Association financial services program ("Financial Services Program"). As used herein, Financial Services Program shall mean the MBNA America/University of Delaware Alumni Association financial services program which includes credit card programs, charge card programs, revolving loan programs, general bank card services, travel and entertainment card services and deposit services.

1.2 Permission and the right to have a minimum of two (2) display tables within the Bob Carpenter Center ("Center") for all regular season basketball games beginning with the 2000/2001 academic year up to and including the 2004/2005 academic year, and any other mutually agreed upon events. The exact location of such display tables in the Center shall be mutually agreed upon by the parties, but in no event shall such display tables be positioned in a remote/non-accessible area of the Center. These display tables shall be used by MBNA America for the purpose of promoting the Financial Services Program.

1.3 On a periodic basis, as requested by MBNA America, provide to MBNA America Athletics information, including but not limited to announcing sporting and other University of Delaware events for the purpose of including such information on Financial Services Program customers' periodic statements. Additionally, upon advance notice of specifications, at least two (2) months prior to the month MBNA America intends to include such pre-printed materials in periodic statements, and upon request, provide MBNA America with pre-printed materials to be included with Financial Services Program customers' periodic statements. MBNA America agrees that it will use reasonable efforts to accommodate requests initiated by Athletics to include messages and/or statement inserts with periodic statements, depending on space availability and other limitations, including cost.

1.4 Permission to exclusively use UD/Athletics trademarks (including, but not limited to tradename, service marks, logos and tradedress) used or acquired by UD/Athletics ("Trademarks") in connection with the promotion of credit card and charge card programs offered by MBNA America pursuant to the Financial Services Program; provided, however, that MBNA America shall be permitted to use, but shall not have exclusive use of the Trademarks in relation to or for promoting programs, other than those credit card and charge card programs offered as part of the Financial Services Program. The Trademarks shall be used by UD and MBNA America on premiums (give-aways upon completion of the Financial Services Program application), Financial Services Program applications and other Financial Services Program materials. UD agrees not to license or allow others to license the Trademarks in relation to or for

promoting any credit card or charge card program offered by any entity other than MBNA America. Further, UD represents and warrants that UD has the right and power to license the Trademarks to MBNA America for use as contemplated by this Letter Agreement. UD agrees to hold MBNA America, its directors officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in writing upon learning of any claims or complaints relating to such license of the use of the Trademarks.

1.5 Cooperation and assistance with: a) product display locations, b) number of events, c) product displays, and d) designing premium items.

1.6 Provide MBNA America, upon request, in a format mutually agreed upon, with lists maintained by Athletics, of season ticket holders (the "Mailing List"). All Mailing List tapes shall be provided to MBNA America no later than forty-five (45) days before the mail date. UD and Athletics agree not to sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of the Mailing Lists in relation to or for promoting credit card or charge card programs.

2. MBNA America's Responsibilities

During the term of this Letter Agreement, MBNA America agrees:

2.1 Athletics shall have the right of prior approval of Financial Services Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed.

2.2 MBNA America shall use the Mailing Lists provided to MBNA America only in connection with the marketing of the Financial Services Program, and MBNA America agrees not to permit any entities handling these Mailing Lists to use them for any other purpose. MBNA America agrees to return the Mailing Lists to Athletics within a reasonable period of time upon completion of any applicable direct mail campaign.

2.3 To use good faith efforts to inform MBNA America employees of Athletics activities on a periodic basis, and through appropriate venues.

3. Term of Agreement and Compensation

During the term of this Letter Agreement, UD and MBNA America agree:

3.1 The term of this Letter Agreement shall end on September 30, 2005; provided, however, that if the Financial Services Program agreement terminates prior to September 30, 2005, this Letter Agreement shall terminate and/or expire as of the same date said agreement is terminated. MBNA America shall have the right to terminate this Letter Agreement without cause upon ninety days advances written notice to UD. This Section 3.1 replaces all previous provisions or understandings concerning the term and renewal of this Letter Agreement.

3.2 On the first of each business day in October, beginning October 1, 2000 and ending October 1, 2004, MBNA America shall pay UD the following amounts:

October 1, 2000	$5,000
October 1, 2001	$5,000
October 1, 2002	$5,000
October 1, 2003	$5,500
October 1, 2004	$5,500

(Each of the foregoing amounts is a "Payment Amount".) UD shall ensure MBNA America is reimbursed for the pro-rata remaining portion of the applicable Payment Amount if this Letter Agreement terminates prior to the end of a Contract Year (as such term is defined in the preceding sentence) or if UD or Athletics and MBNA America breaches any of its obligations under this Letter Agreement. A "Contract Year" shall mean during the term of the Agreement, the period from October 1 through September 30.

4. Miscellaneous

4.1 This Letter Agreement 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. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. This Letter Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

4.2 The terms of this Letter 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 Letter 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 Letter Agreement or as mutually agreed in writing. UD and MBNA America 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.

4.3 This Letter Agreement 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. This Letter Agreement 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.

MBNA AMERICA BANK, N.A.

By: [signature]
Name: Michael Durroh
Title: SEVP
Date: April 12, 2000

UNIVERSITY OF DELAWARE

By: EDGAR JOHNSON
Name: Edgar Johnson
Title: Director of Athletics
Date: 3/23/00

ACKNOWLEDGED BY:

DEPARTMENT OF ATHLETICS
OF THE UNIVERSITY OF DELAWARE

By: Mary Ann Hitchens
Name: Mary Ann Hitchens
Title: Sr. Assoc. Dir., Athletics
Date: 3/9/00

UNIVERSITY OF DELAWARE
ALUMNI ASSOCIATION

By: Charlotte W. Brown
Name: Charlotte W. Brown
Title: President, Alumni Association Board of Directors
Date: 3/22/00

DEPOSIT PROGRAM ADDENDUM
TO THE UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of the 29th day of March, 2007, by and between UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION ("UDAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UDAA and Bank are parties to that certain Agreement dated as of July 1, 1993, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Services to persons included in lists provided to Bank by or on behalf of UDAA; and,

WHEREAS, UDAA and Bank mutually desire to amend the Agreement to include certain of Bank's consumer deposit products, such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service provided by Bank; and (ii) as another part of UDAA's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.

2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Members, including those persons included on Mailing Lists provided by UDAA under the Agreement.

3. Certain Financial Services or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank. Bank and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits. Deposits will be subject to Bank's standard Deposit agreements. UDAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. UDAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of UDAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

5. During the term of the Deposit Program, UDAA will receive the Royalties set forth below for Program Deposit Accounts and UDAA shall continue to receive the Royalties for certificate of deposit and money market deposit accounts described in Schedule B, subsection D of the Agreement. Deposit Account Royalties will not be paid to UDAA on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise.

   (a) $10 for each new checking account opened under the Program which has a positive balance of at least $50.00 ninety (90) days from its opening date. An additional $5 for every checking account opened under the Program that has a positive balance of at least $50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

   (b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

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

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.

7. Notwithstanding anything contained in the Agreement to the contrary, UDAA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in

connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. The term of the Deposits Program shall run co-terminous with the term of the Program. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.

9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and UDAA shall not take any action to cause the removal of UDAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UDAA.

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

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

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

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION		FIA CARD SERVICES, N.A.	
By:	Leonard P. Stark (as President UDAA)	By:	
Name:	Leonard P. Stark	Name:	Jake Frego
Title:	President, UDAA	Title:	SVP
Date:	March 29, 2007	Date:	5/15/07

FIA CARD SERVICES™

June 29, 2009

Cynthia Campanella
University of Delaware Alumni Association
24 East Main St
Newark, DE 19716

RE: Amendment and Extension of Agreement

Dear _____:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and the University of Delaware Alumni Association ("UDAA") would like to extend the current term of the affinity agreement, last dated May 28, 1993 (as it has been amended) wherein Bank provides financial services products to members of UDAA (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new agreement or addendum and other good and lawful consideration, the parties agree that the addendum to the Agreement dated October 5, 1999, is hereby amended by deleting the reference to "September 30, 2009" and replacing it with "December 31, 2009".

Except as amended by this letter, 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 letter addendum and the Agreement shall be governed by this letter addendum.

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

To acknowledge your acceptance of, and agreement to, this letter addendum, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,
FIA Card Services, N.A.

Accepted and agreed:

FIA CARD SERVICES, N.A.

By: _____

Name: MICHAEL L PARSONS, JR.

Title: SVP

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION

By: Cindy Campanella

Name: CINDY CAMPANELLA

Title: Director Alumni Relations

FIA CARD SERVICES™

September 29, 2009

Ms. Cynthia Campanella
University of Delaware Alumni Association
24 East Main Street
Newark, Delaware, 19716

RE: Amendment and Extension of Agreement

Dear Ms. Campanella:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and the University of Delaware Alumni Association ("UDAA") would like to extend the current term of the affinity agreement, last dated May 28, 1993 (as it has been amended) wherein Bank provides financial services products to members of UDAA (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to March 31, 2010 and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

Except as amended by this letter, 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 letter addendum and the Agreement shall be governed by this letter addendum.

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

To acknowledge your acceptance of, and agreement to, this letter addendum, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,
FIA Card Services, N.A.

Accepted and agreed:
FIA CARD SERVICES, N.A.

By: [signature]

Name: MICHAEL L PARSONS JR

Title: SVP

UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION

By: Cindy Campanella

Name: CINDY CAMPANELLA

Title: Director Alumni Relations

AMENDED AND RESTATED
AFFINITY AGREEMENT
UNIVERSITY OF DELAWARE ALUMNI ASSOCIATION

This Agreement is entered into as of this 1st day of July, 2010 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and University of Delaware Alumni Association, a corporation having its principal place of business in Newark, Delaware ("UDAA"), for themselves and their respective successors and assigns.

WHEREAS, UDAA and Bank are parties to that certain Affinity Agreement last dated May 28, 1993, as the same has been amended ("Original Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of UDAA; and,

WHEREAS, UDAA and Bank mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

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

"Agreement" means this affinity agreement and Schedules A and B.

"**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.

"Contract Year" means the period from the Effective Date through and including June 30, 2011, and each twelve month period thereafter from July 1 through June 30 during the term of the Agreement.

"**Credit Card Account**" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. A "**Student Credit Card Account**" is a Credit Card Account opened through an application coded by Bank as a student application.

"**Customer**" means any Member who is a participant in the Program.

"Deposits" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts. Faculty and Staff members of the University of Delaware will not be actively marketed for Deposits.

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

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

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

"**Financial Service Product**" means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products. This definition excludes services offered to University by (i) PNC Bank, N.A. ("PNC") and its successors, assigns offering financial services to University staff, faculty, employees and students as long as all such financial services being offered do not compete with the Financial Services Products which are a part of the Program or (ii) other financial institutions, offering financial services to University staff, faculty and employees as long as all such financial services being offered do not compete with the Financial Services Products which are a part of the Program.

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

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

"**Information**" has the meaning ascribed to such word in Section 7.

"**Marketing List**" means an updated and current list (in a format designated by Bank) containing non-duplicate names 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 years of age, segmented by zip codes or other mutually selected membership characteristics. The Bank acknowledges and agrees the UDAA will not

provide the names and addresses, or telephone numbers and e-mail addresses, if available, of students on Marketing Lists. For the sake of clarity, the Marketing List Bank receives will not include the list of names maintained by the athletics department.

"**Member**" means (i) alumni of the University, (ii) members of UDAA, (iii) friends, faculty and staff of the University, (iv) fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or (v) other potential participants mutually agreed to by UDAA and Bank.

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

"**Program**" means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"**Program Trademarks**" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an UDAA Trademark, with or without other elements.

"**Reward Account**" means a Credit Card Account carrying a Reward Enhancement.

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

"**Reward GIP Account**" means a Reward Account opened pursuant to a GIP in which UDAA complies with the GIP provisions of the Agreement.

"**Royalties**" means the compensation set forth in Schedule A.

"**UDAA Affiliate**" means any Affiliate of UDAA, including but not limited to the athletic department and the office of Student Life of the University of Delaware.

"**UDAA Trademarks**" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UDAA or any UDAA Affiliate prior to or during the term of this Agreement.

"**University**" means the University of Delaware and any office or department of, or affiliated or associated with, the University of Delaware, including but not limited to the athletic department and the office of Student Life of the University of Delaware.

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

2. RIGHTS AND RESPONSIBILITIES OF UDAA

(a) UDAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UDAA nor any UDAA Affiliate will, 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 Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the UDAA Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Bank. Notwithstanding anything else in this Agreement to the contrary, UDAA may accept print advertising and/or sponsorships for a specific event from any financial institution provided that the advertisement does not contain an express or implied endorsement by UDAA of said financial institution or advertising for a Financial Service Product. One hundred eighty (180) days prior to the end of the term of the Agreement, UDAA may solicit proposals for program offerings, or discuss with any organization the providing of, any Financial Services Products of any organization. In addition, if UDAA or any UDAA Affiliate sells any product or service, in connection with such sales, UDAA shall not, and shall cause UDAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program.

Further, the parties have agreed that the exclusivity provided in this Agreement for Financial Service Products shall not prohibit University from offering a financial services program to University staff, faculty and employees provided all such financial services programs do not directly compete with Financial Service Products under this Agreement. UDAA agrees that for the financial services program of PNC or any other institution offering financial services to University staff, faculty and employees, UDAA will not permit PNC to use UDAA Trademarks, mailing lists or information about current or potential Members in offering PNC's or other financial institution's financial services program.

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

(c) UDAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from accepting applications from students under the Program.

(d) UDAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an UDAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost, because of a change in the UDAA Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UDAA. In the event such costs exceed Royalties then due UDAA, if requested by Bank, UDAA will promptly reimburse Bank for all such costs resulting from the request by UDAA or any UDAA Affiliate.

(e) At least once annually and within thirty (30) days following the request of Bank, UDAA will provide Bank with the Marketing List free of any charge; provided, however, that UDAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UDAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UDAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UDAA. UDAA will provide the first Marketing List, containing the required information for at least one hundred ten thousand (110,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UDAA's execution of this Agreement.

(f) UDAA will, and will cause any UDAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to UDAA. Notwithstanding the above, UDAA 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 Bank to UDAA. Any correspondence received by UDAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by UDAA will be paid by Bank.

(g) UDAA hereby grants Bank and its Affiliates a limited, exclusive license to use the UDAA Trademarks with the Program. In the event Bank assigns this Agreement pursuant to Section 12(g), herein, the license will transfer to the assignee of this Agreement by operation of law. This license will remain in effect for the duration of this Agreement and will apply to the UDAA Trademarks, notwithstanding the transfer of such UDAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UDAA will provide Bank all UDAA Trademark

production materials (*e.g.*, camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after UDAA's execution of this Agreement. Nothing stated in this Agreement prohibits UDAA from granting to other persons a license to use the UDAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

The parties agree that as of the Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to UDAA for Student Customer Credit Card Accounts; however, pursuant to the trademark license granted by UDAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the UDAA Trademarks on all credit card accounts associated with the Program during the term of the Agreement

(h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an UDAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). UDAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UDAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any UDAA Trademark. Bank may use Program Trademarks that contain UDAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

(i) UDAA will permit Bank, at no cost to Bank, to advertise the Program on mutually agreed upon prominent locations on UDAA's website, no more than one click from the home page of UDAA's website. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. UDAA will modify or remove such advertisements within two (2) business days of Bank's request. To enable Bank to view all Program material, UDAA will provide Bank with the ability to access any and all pages within the UDAA internet site(s), including without limitation any "members only" or other restricted access pages.

(j) (i) With respect to Deposits, during the term of this Agreement UDAA shall permit Bank, at no cost to Bank, to advertise Deposits on mutually agreed upon prominent locations on UDAA's website, no more than one click from the home page of UDAA's website. Further, UDAA shall permit Bank to conduct online marketing efforts with, when applicable, links to a Bank Deposits application url and/or Bank inbound application telephone numbers. Such UDAA website access may include advertisement placements on UDAA's website, account profile pages and such other online marketing sites as the parties shall mutually agree upon.

(ii) During the term of this Agreement, UDAA agrees to conduct on its own, at its expense and on an ongoing basis: (i) online marketing efforts for Deposits, which would include links to a Bank Deposits application url and/or Bank inbound application telephone number(s), which efforts shall include, but not be limited to, standalone e-mails,

e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts for Deposits, which would include either Deposit applications and/or Bank inbound application telephone number(s), which efforts shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging. Notwithstanding the above, UDAA agrees that Bank has prior approval over any and all material, including scripts, that UDAA uses in any Program marketing effort and that UDAA shall discontinue any or all marketing efforts upon receipt of written notice from Bank requesting such discontinuance.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank will design, develop, maintain, and administer the Program for the Members.

(b) Bank will design all advertising, solicitation, and promotional materials used in the Program. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of UDAA.

(c) Bank will bear all costs of producing and mailing materials for the Program.

(d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UDAA.

(e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of UDAA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by UDAA.

(f) Subject to applicable law and regulation, Bank has the right to place UDAA Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. UDAA will have approval of the use and appearance of the UDAA Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (*e.g.,* any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of UDAA or an UDAA Affiliate for such gifts or premiums. UDAA waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or

premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.

(g) Notwithstanding anything contained in the Agreement to the contrary, UDAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UDAA's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless UDAA consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and $0 Trade).

4. REPRESENTATIONS AND WARRANTIES

(a) UDAA and Bank each represents and warrants to the other party 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) (i) UDAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the UDAA Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. UDAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys'

fees and court expenses), arising from the UDAA Trademarks license granted herein or from Bank's use of the UDAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any UDAA Trademarks or Marketing Lists.

(ii) UDAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, 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 UDAA or Bank, respectively as the case may be, or its directors, officers or employees. 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.

5. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to UDAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter. Bank will not pay Royalties to UDAA for new Student Credit Card Accounts and Student Credit Card Accounts existing as of the Effective Date.

(b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify UDAA 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 UDAA'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 UDAA, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

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

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. Bank and UDAA shall be permitted to disclose such Information (i) to their accountants, consultants, legal, financial and marketing advisors, and employees ("Agents") only to the extent necessary for the performance of their respective duties in connection with the Program, or (ii) as required by law or requested by any governmental regulatory authority. Bank and UDAA each agree that if one of their Agents discloses such Information to another person or entity in violation of this Section 7, or uses such Information for a purpose not expressly permitted in this Section 7, such act shall be deemed a material breach of this Agreement by the party whose Agent it is and the non-breaching party may, in addition to any other right or remedy available at law or in equity and upon ten (10) days prior written notice to the other party, cease providing the other party with any reporting (other than the royalty reports or other information concerning the Program or the Agreement, whether or not a requirement of the Agreement).

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 one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or UDAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.

(b) If either Bank or UDAA 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the UDAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the UDAA Trademarks or to the Marketing Lists.

(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by UDAA or any UDAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, UDAA will allow Bank to continue to use the UDAA Trademarks on, and will not attempt to cause the removal of UDAA Trademarks from, any person's credit devices, debit cards, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.

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

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

11. <u>GROUP INCENTIVE PROGRAM</u>

(a) UDAA will design all advertising, solicitation and promotional material with regard to any GIP. UDAA will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle UDAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs will be coded by UDAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.

(c) Bank will have the right of prior approval of all advertising and solicitation materials for use by UDAA pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. UDAA will not deviate from the approved materials and plan for any GIP without the prior written and/or e-mail approval of Bank.

(d) All costs incurred by Bank, and mutually agreed to by the parties, in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UDAA pursuant to any GIP will be promptly reimbursed by UDAA upon demand.

(e) UDAA will make all reasonably requested changes to materials to obtain Bank's consent and UDAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

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 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.

(f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

(1) If to UDAA:

University of Delaware Alumni Association
24 East Main Street
Newark, DE 19716

ATTENTION: Ms. Cynthia Campanella
Director of Alumni Relations

Fax #: (302) 831-2045

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, UDAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of UDAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) Bank and UDAA are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than UDAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.

(k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

(l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

(m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

University Of Delaware Alumni Association	**FIA Card Services, N.A.**
By: Alan L. Brayman	By: [signature]
Name: ALAN L. BRAYMAN	Name: MICHAEL L PARSONS JR
Title: PRESIDENT	Title: SVP
Date: 8/25/10	Date: 9. 27 · 2010

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. ANNUAL ROYALTY

Bank will pay UDAA a Royalty which is determined by the Annual Loan Loss Rate (as such term is defined below) of the Credit Card Accounts (the "UDAA Annual Royalty"). The UDAA Annual Royalty is expressed as a percentage of Average Outstanding Balance (as such term is defined below) and will be calculated and paid by the Bank approximately forty five (45) days after July 1, 2011(for clarity, the year ending June 30, 2011 based on the percentages set forth in the chart below as compensation to UDAA for Contract Year two).

For clarity, each payment is based on the previous year's performance of the Credit Card Accounts. For clarity the payment is made in advance each Contract Year for UDAA's performance under the terms of provisions of the Agreement for that current Contract Year, (the amounts are paid by the Bank, in advance, for UDAA's performance under the terms and provisions of the Agreement).

Additionally, UDAA will receive the UDAA Annual Royalty payment of two hundred fifty six thousand, one hundred nine dollars ($256,109) approximately forty-five (45) days after full execution of this Agreement, based upon performance of the Credit Card Accounts during the period from August 1, 2008 through July 31, 2009, as compensation for the initial Contract Year ending on June 30, 2011.

For purposes of this section, "Loan Loss Amount" means (a) the aggregate amount of the outstanding balances on all Credit Card Accounts that have been charged-off (written off as a bad debt by the Bank), less (b) any recoveries against such amounts, and less (c) any interest or fees included in such amounts, expressed as a dollar amount. Loan Loss Amount is calculated each month at the close of business on the last day of the month.

For the purposes of this section, "Annual Loan Loss Rate" means the aggregate sum of all Loan Loss Amounts in a Contract Year divided by Average Outstanding Balance for the Contract Year. It is calculated annually and expressed as a percentage.

For purposes of this section, "Outstanding Balance" is determined by calculating the month-end outstanding balance of all Credit Card Accounts with active charging privileges on the last day of the month. It is calculated each month at the close of business on the last day of the month and expressed as a dollar amount.

For purposes of this section, "Average Outstanding Balance" means the aggregate sum of Outstanding Balance for the applicable Contract Year, divided by 12. It is calculated annually and expressed as a dollar amount.

The UDAA Annual Royalty will be calculated as a percentage of Average Outstanding Balance, such percentage to be determined by the Annual Loan Loss Rate for the applicable Contract Year, as follows:

Average Loss Loan Rate	**UDAA Annual Royalty Percentage**
Less than 4.00%	0.75% (seventy-five basis points)
4.00 – 4.49%	0.70% (seventy basis points)
4.50 – 4.99%	0.65% (sixty-five basis points)
5.00 – 5.49%	0.60% (sixty basis points)
5.50 – 6.49%	0.55% (fifty-five basis points)
6.50 – 7.50%	0.25% (twenty-five basis points)
Greater than 7.50%	0.00% (zero basis points)

All Royalty payments, including, without limitation, the UDAA Annual Royalty, are subject to adjustment by Bank for overpayment of Royalties by Bank.

No further UDAA Annual Royalty Payments are due after any of (a) through (e) below occur. Notwithstanding the foregoing, in addition to any other remedies the Bank may have under the Agreement, UDAA will refund to the Bank the full amount of the UDAA Annual Royalty Payment most recently paid to UDAA by Bank if any of the following conditions occur during the term of the Agreement:

(a) the Agreement shall terminate prior to June 30, 2012;

(b) UDAA shall breach the Agreement;

(c) Bank shall be prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;

(d) Bank shall be prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and

(e) Bank shall be prohibited from conducting promotion campaigns at major University events during each consecutive twelve (12) month period during the term of the Agreement.

B. CREDIT CARD ACCOUNTS

$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. REWARD ACCOUNTS

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

$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. EMERGING ACCOUNTS

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

$30.00 (thirty dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. DEPOSIT ACCOUNTS

During the term of this Agreement, UDAA will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section E, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UDAA on any existing deposit account that is converted to the Program.

1. $1.00 (one dollar) for each new checking account opened under the Program which has a positive balance of at least $50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. There is no payment for renewals. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.

2. 0.03% (three basis points) of Net New Purchases paid approximately forty-five (45) days after the end of each calendar quarter.