

ASSOCIATION OF GRADUATES, UNITED STATES MILITARY ACADEMY  
AFFINITY AGREEMENT

This Agreement is entered into as of this 30th day of April, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), ASSOCIATION OF GRADUATES, UNITED STATES MILITARY ACADEMY having its principal place of business in West Point, NY ("AOG, USMA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 tax identification form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Graduate Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Graduate Customer. A "Cadet Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Cadet Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Cadet Customer" means a Customer who is identified by AOG, USMA or the Customer as a cadet of AOG, USMA .
  - (ii) "Graduate Customer" means a Customer who is not a Cadet Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means cadets of AOG, USMA, graduates of AOG, USMA and/or other potential participants mutually agreed to by AOG, USMA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.

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

2. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION OF GRADUATES,  
UNITED STATES MILITARY ACADEMY

(a) AOG, USMA agrees that during the term of this Agreement: (i) it will endorse the Program and will not sponsor, advertise, aid, develop or solicit agreements with providers of Financial Service Products beyond those currently in existence with United States Automobile Association, West Point Federal Credit Union, and Security Pacific Executive/Professional Services; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting Financial Service Products of any entity other than MBNA America, except for those currently in effect with West Point Federal Credit Union; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) AOG, USMA publications shall carry no advertisements for Financial Service Products of any entity other than MBNA America, except for United States Automobile Association, West Point Federal Credit Union, and Security Pacific Executive/Professional Services.

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

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

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

(e) Upon the request of MBNA America, AOG, USMA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by AOG, USMA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due AOG, USMA. The initial Mailing List shall contain at least thirty-five thousand (35,000) names with corresponding postal addresses and, when available, telephone numbers.

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

(g) AOG, USMA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall

remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits AOG, USMA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) AOG, USMA shall provide MBNA America with a subscription without charge to any and all AOG, USMA publications.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of AOG, USMA.

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

### 4. REPRESENTATIONS AND WARRANTIES

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

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

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

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be

limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

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

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

(b) AOG, USMA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

## 5. ROYALTIES

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

## 6. CROSS INDEMNIFICATION

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

## 7. PROGRAM ADJUSTMENTS

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

## 8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or

subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and AOG, USMA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on April 30, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or AOG, USMA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or AOG, USMA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

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

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by AOG, USMA to the Members. Upon termination of this Agreement, AOG, USMA shall not attempt to cause the removal of AOG, USMA's identification or Trademarks from any person's

credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

- (1) If to United States Military Academy:

ASSOCIATION OF GRADUATES  
UNITED STATES MILITARY ACADEMY  
Herbert Hall  
West Point, NY 10996

ATTENTION: Morgan G. Roseborough, Jr.  
Colonel, US Army (RET)  
Director of Alumni Services

- (2) If to MBNA America:

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

ATTENTION: David L. Harris  
Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If AOG, USMA is providing MBNA America with notice pursuant to Section 9 herein, AOG, USMA must provide notice at least twelve (12) months before the effective date contained in such notice.

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

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

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

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

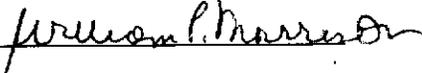
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

UNITED STATES MILITARY ACADEMY  
ASSOCIATION OF GRADUATES

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: William L. Harrison, Jr.

Name: WILLIAM P. MORRISON

Title: Vice President

Title: SENIOR EXECUTIVE VICE PRESIDENT

## SCHEDULE A

### TERMS AND FEATURES

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

#### A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Graduate and Cadet Customers the current annual percentage rate will be a fixed rate of 16.90% or a variable rate of prime plus 7.60%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.90%.

#### C. GOLD OPTION ACCOUNTS

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

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

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AOG, USMA 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. \$1.00 (one dollar) for each Graduate Customer Credit Card Account for which the annual fee is paid by the Graduate 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 Graduate Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Cadet Customer Credit Card Account for which the annual fee is paid by the Cadet 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 Cadet Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Graduate Customers using a Graduate Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Cadet Customers using a Cadet Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. 0.50% (one half of one percent) of all cash advance and balance transfer volume on Graduate Customer Credit Card Accounts.

**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. ROYALTY ADVANCE**

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to AOG, USMA, as an advance against future Royalties, the sum of \$100,000 (one hundred thousand dollars) (the "Advance").

MBNA America shall pay to AOG, USMA, as an advance against future Royalties at the beginning of the second year the sum of \$100,000 (one hundred thousand dollars).

All Royalties earned by AOG, USMA pursuant to this Agreement shall, in lieu of direct payment to AOG, USMA, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to AOG, USMA as provided in this Agreement. AOG, USMA hereby promises to pay MBNA America upon demand any difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, only in the event any of the following should occur:

- (i) AOG, USMA materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;
- (ii) AOG, USMA ceases to endorse the Program as provided in Section 2(a) (i) through (iii) of this Agreement during the term of this Agreement; or
- (iii) MBNA America is prohibited or otherwise prevented from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or
- (iv) MBNA America is prohibited from promoting the Program on campus at locations approved by AOG, USMA through direct promotion campaigns (e.g., tabling and postering).

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full Mailing List.

F. ROYALTY GUARANTEE

1. AOG, USMA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than \$350,000 (three hundred and fifty thousand dollars) by the end of the initial term of the Agreement, and if all the following conditions are satisfied:

- (i) AOG, USMA used its best efforts to assist MBNA America in opening a minimum of 2,000 (two thousand) new Credit Card Accounts each year during the first three years of the Agreement;
- (ii) AOG, USMA does not materially breach any of its obligations under this Agreement, and the Agreement does not terminate as a result of such material breach; and

- (iii) AOG, USMA was/is not required to repay any or all of the Advance, as provided in subsection F.1. above.

If the above conditions are fully satisfied, MBNA America shall pay AOG, USMA on or before April 30, 2001 an amount equal to the difference between \$350,000 (three hundred and fifty thousand dollars) and the total Advance and/or Royalties accrued during the initial term of the Agreement, so long as such difference is greater than zero.

G. SIGNING BONUS

Upon full execution of this Agreement, MBNA America will pay \$100,000 (one hundred thousand dollars) to the United States Military Academy Alumni Association as a one-time Non-Refundable License Payment.

**PLUS MILES ADDENDUM  
TO THE ASSOCIATION OF GRADUATES, UNITED STATES MILITARY ACADEMY  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this <sup>15th</sup> ~~15th~~ day of ~~June~~ <sup>June</sup>, 1997 by and between Association of Graduates, United States Military Academy ("AOG, USMA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOG, USMA 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 AOG, USMA; and

WHEREAS, AOG, USMA and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of AOG, USMA'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, AOG, USMA 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 AOG, USMA under the Agreement.
3. AOG, USMA 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 AOG, USMA'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, AOG, USMA 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, AOG, USMA shall not take action to cause the removal of AOG, USMA'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, AOG, USMA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. AOG, USMA represents and warrants that AOG, USMA 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.

ASSOCIATION OF GRADUATES, UNITED STATES MILITARY ACADEMY

By: [Signature]

Name: SETH F. HUBBINS, JR.

Title: PRESIDENT

MBNA AMERICA BANK, N.A.

By: [Signature]

Name: JOHN C. RICHMOND

Title: Sr. Executive Vice President

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 7.1%. 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 AOG, USMA 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. \$15.00 (fifteen 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.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 17 day of Sept., 2000 by and between the Association of Graduates, United States Military Academy ("AOG, USMA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOG, USMA and MBNA America are parties to an affinity agreement dated April 30, 1996, 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 AOG, USMA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AOG, USMA 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 will begin on May 1, 2001 and continue through April 30, 2006 ("Current Term"). 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 renewal of the Agreement and all notices required to not renew this Agreement.
3. During the Current Term of the Agreement, MBNA America shall pay Royalties to AOG, USMA. During the Current Term of the Agreement, Sections E and F of Schedule B of the Agreement are hereby replaced with Attachment 1, attached hereto and incorporated by reference into this Addendum.
4. 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.

ASSOCIATION OF GRADUATES,  
UNITED STATES MILITARY ACADEMY

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature] Jr.

Name: SETH F. HUBBINS, Jr.

Name: DOUGLAS M. CUMMINGS, Jr.

Title: PRESIDENT- COO

Title: SENIOR EXECUTIVE VICE PRESIDENT

Date: 1 Sep 2000

Date: 9/17/00

## ATTACHMENT 1

### A. ROYALTY ADVANCE.

Upon full execution of this Addendum, MBNA America shall pay to AOG, USMA the sum of six hundred thousand dollars (\$600,000) (the "Advance"), as an advance against future Royalties which will be accrued during the Current Term, subject to the provisions set forth below. All Royalties accrued during the Current Term shall, in lieu of direct payment to AOG, USMA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to AOG, USMA as set forth in this Agreement. Notwithstanding the foregoing, AOG, USMA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the Current Term as stated in this Addendum;
- (ii) AOG, USMA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the Current Term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Army Athletic Association Mailing List and one (1) telemarketing campaign to portions of the AOG, USMA Mailing List, as mutually agreed upon, during each consecutive twelve month period during the Current Term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at locations approved by AOG, USMA during the Current Term of the Agreement.

### B. ROYALTY GUARANTEE.

AOG, USMA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than three million, two hundred fifty thousand dollars (\$3,250,000) (the "Guarantee Amount") by the end of the Current Term of the Agreement, subject to the provisions set forth below. If on the last day of the Current Term of this Agreement AOG, USMA has not accrued the Guarantee Amount in Royalties, MBNA America will pay AOG, USMA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by AOG, USMA during the term of this Agreement and minus the amount of any unrecouped Advance. Notwithstanding the foregoing,

this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section A., above.

C. ROYALTY INCENTIVE

At the end of each year of the Current Term, MBNA will pay as a royalty incentive to AOG, USMA ten thousand dollars (\$10,000) for each one thousand (1,000) new Credit Card Accounts opened during the preceding year. This royalty incentive will only be paid if a minimum of two thousand (2,000) Credit Card Accounts were opened in that year. The maximum amount of this royalty incentive will be fifty thousand dollars (\$50,000) per year.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 3<sup>rd</sup> day of June, 2002, by and between Association of Graduates, United States Military Academy ("AOG, USMA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOG, USMA and MBNA America are parties to an affinity agreement dated April 30, 1996, as the same may have been amended by addenda dated June 18, 1997 and September 17, 2000 (collectively, the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AOG, USMA; and

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

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

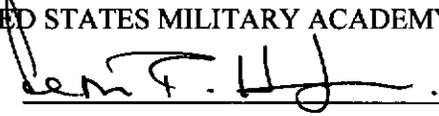
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The Current Term of the Agreement is hereby extended to end on April 30, 2008. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. 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 AOG, USMA's obligations under the Agreement to exclusively endorse the Program, AOG, USMA 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 Service Products of any organization other than MBNA America, except as provided in paragraph 2(a) of the original agreement and if AOG gives written notice not to renew as noted in paragraph 2 above.
4. Clause (iv) of Subpart of A of Attachment 1 of the September 17, 2000 addendum is hereby amended to read in its entirety:
  - (iv) MBNA America is prohibited or otherwise prevented from conducting at least one (1) telemarketing campaign to portions of the AOG, USMA Mailing List as mutually agreed upon, during each consecutive twelve month period for the term of this Agreement; and
5. The provisions in Subpart of C of Attachment 1 of the September 17, 2000 addendum are hereby amended to read in their entirety:

Approximately 30 days after December 31<sup>st</sup> of each year of the Current Term, MBNA will pay as a royalty incentive to AOG, USMA, ten thousand dollars (\$10,000) for each one thousand (1,000) new Credit Card Accounts opened during the preceding calendar year that exceed two thousand (2,000). AOG, USMA will not be paid this royalty incentive for the first two thousand (2,000) new Credit Card Accounts opened in each calendar year. The maximum amount of this royalty incentive will be fifty thousand dollars (\$50,000) per Current Year.

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. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

ASSOCIATION OF GRADUATES,  
UNITED STATES MILITARY ACADEMY

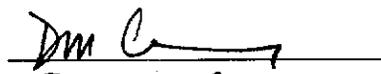
By: 

Name: SETH F. HUDGINS, JR.

Title: PRESIDENT - COO

Date: 3 JUNE 2002

MBNA AMERICA BANK, N.A.

By: 

Name: Douglas Cummings

Title: Sen. Exec. V.P.

Date: 8/01/02

**TRAVEL REWARDS ADDENDUM  
TO THE ASSOCIATION OF GRADUATES UNITED STATES AIR FORCE ACADEMY  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 26 day of March 2003, by and between **Association of Graduates United States Air Force Academy** ("AOG"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOG and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AOG; and

WHEREAS, AOG and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of AOG'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, AOG and MBNA America agree as follows:

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

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by AOG under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

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

5. During the term of the Agreement, AOG will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

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

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

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

ASSOCIATION OF GRADUATES, USAFA

MBNA AMERICA BANK, N.A.

By: [Signature]  
Name: Richard Downing  
Title: VP, Member Services  
Date: 26 Nov 03

By: [Signature]  
Name: Hal Erskine  
Title: SEVP  
Date: 5/13/03

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

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

### II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account for which the annual anniversary of the opening of such Reward Credit Card Account has occurred during the latest completed calendar quarter, and which has been utilized by the Customer for a cash advance or retail purchase transaction (excluding those transactions that relate to refunds, returns and unauthorized transactions) during the twelve month period immediately preceding the end of such calendar quarter.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

- D. 0.20% (twenty one-hundredths of one percent) of all cash advance and balance transfer volume generated by Customers using a Reward Credit Card Account.

**WORLD POINTS ADDENDUM  
TO THE ASSOCIATION OF GRADUATES, UNITED STATES MILITARY ACADEMY  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 3<sup>rd</sup> day of May, 2006, by and between Association of Graduates, United States Military Academy ("AOG, USMA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOG, USMA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AOG, USMA; and

WHEREAS, AOG, USMA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of AOG, USMA'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, AOG, USMA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by AOG, USMA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. AOG, USMA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of AOG, USMA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, AOG, USMA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Upon termination or expiration of the Agreement, or any aspect of the Program, AOG, USMA shall not take action to cause the removal of AOG, USMA'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, AOG, USMA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. AOG, USMA represents and warrants that AOG, USMA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

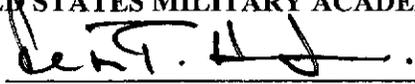
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

ASSOCIATION OF GRADUATES,  
UNITED STATES MILITARY ACADEMY

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: SETH F. HUDGINS, JR.  
COLONEL, USA RETIRED

Name: DAVID BOSTICK

Title: President

Title: EVP

Date: 3 MAY '06

Date: 5.17.06

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. Customers may be able to select credit protection as a benefit under the Program.

### II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

**DEPOSIT PROGRAM ADDENDUM  
TO THE AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of May, 2008, (the "Addendum Effective Date"), by and between West Point Association of Graduates (f/k/a Association of Graduates, United States Military Academy) ("WPAOG") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WPAOG and Bank are parties to that certain Affinity Agreement dated as of April 30, 1996, as the same has amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of WPAOG; and,

WHEREAS, WPAOG and Bank desire to clarify that money market deposit accounts and certificate of deposits accounts are Financial Service Products under the Agreement and part of WPAOG's Program, and otherwise mutually desire to amend the Agreement to include consumer deposit products, such as checking and savings accounts, checking accounts with debit card access, and money market deposit account and certificate of deposit account individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product, and (ii) as another part of WPAOG's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WPAOG 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 part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), 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 without limitation those persons included on Mailing Lists provided by WPAOG under the Agreement.
3. Certain Financial Service Products 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/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's 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 and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. WPAOG will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. WPAOG agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of WPAOG's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. However, the Army athletic department may continue to engage banks and financial institutions (e.g., Citizens Bank and USAA) as sponsors of Army athletics as long as these banks and institutions do not advertise credit card programs, charge card programs, debit card programs, installment loan programs, travel and entertainment card programs, deposits programs, checking and savings accounts, checking accounts with debit card access, and money market deposit account and certificate of deposit account individual retirement accounts at Army athletic venues, in athletic event programs or on the athletic department website.
5. WPAOG shall permit Bank to have a common link for the Deposits Program with the Affinity Card Program on WPAOG's home page and at other prominent locations within WPAOG's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g., a checking account with debit card). WPAOG will modify or remove such advertisements within forty-eight hours of Bank's request. Pages on the WPAOG websites available to Bank for advertising the Deposits Program shall include, without limitation, any "members only" or other restricted access pages.
6. During the term of the Deposit Program, WPAOG will receive the royalties set forth below in consideration for WPAOG's participation in the Deposits Program. Deposit Account royalties will not be paid to WPAOG on any existing deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.
  - (a) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  - (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(c) \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(d) 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 such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits 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.

7. The royalties for Deposits set forth in Section 6 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. All Royalties that accrue pursuant to Section 6 of this Addendum shall, in lieu of direct payment to WPAOG, be applied against any Advance(s) and/or Guarantee Amount that WPAOG receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any Royalties accrued thereafter shall be paid to WPAOG as set forth in Section 6 of this Addendum.
8. Notwithstanding anything contained in the Agreement to the contrary, WPAOG 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 the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using WPAOG's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless WPAOG consents to Bank's use of the Mailing 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). 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. The WPAOG does not authorize Bank to solicit Members of the AAA List via telephone or email.

10. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
11. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and WPAOG shall not take any action to cause the removal of, WPAOG'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. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to WPAOG; provided that Bank will not imply an endorsement of such other Bank deposit product or service by WPAOG.
12. 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.
13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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 Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

WEST POINT ASSOCIATION OF GRADUATES

By: 

Name: ROBERT L. McCLURE '76

Title: Colonel, USA (Retired)  
President and CEO

Date: 4 March 08

FIA CARD SERVICES, N.A.

By: 

Name: David Booth

Title: SUP

Date: 4.3.08

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of May, 2008 (the "Effective Date") by and between West Point Association of Graduates (f/k/a Association of Graduates, United States Military Academy) ("WPAOG"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WPAOG and Bank are parties to an Affinity Agreement dated as of April 30, 1996, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of WPAOG; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on April 30, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Section 1(e) of the Agreement is hereby amended to read in its entirety:

"(e) **"Mailing List"** means updated and current lists 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 reasonably selected membership characteristics. The term Mailing List shall include a list of Members of WPAOG (the "WPAOG List"), and a list of Members associated with the Army Athletic Association (the "AAA List"). The AAA List will not include telephone numbers or e-mail addresses. The AAA List will be processed directly between the Army Athletic Association and a mailing list processor mutually agreed upon by Bank and WPAOG."
4. The following definitions are hereby added to Section 1 of the Agreement:

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

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

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

**"Emerging Credit Card Reward Account"** means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

**“Emerging Credit Card Reward GIP Account”** means an Emerging Credit Card Reward Account opened pursuant to a GIP in which WPAOG complies with the GIP provisions of the Agreement.

**“GIP Account”** means a Credit Card Account opened pursuant to a GIP in which WPAOG complies with the GIP provisions of the Agreement.

**“Gold Option GIP Account”** means a Gold Option Account opened pursuant to a GIP in which WPAOG complies with the GIP provisions of the Agreement.

**“Gold Reserve GIP Account”** means a Gold Reserve Account opened pursuant to a GIP in which WPAOG complies with the GIP provisions of the Agreement.

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

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

**“Reward Credit Card Account”** means a Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

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

**“Reward GIP Account”** means a Reward Credit Card Account opened pursuant to a GIP in which WPAOG complies with the GIP provisions of the Agreement.

5. The Agreement is hereby amended by adding the following sentence to Section 2(c):

“WPAOG does not authorize Bank to solicit Members on AAA List via telephone.”

6. The Agreement is hereby amended by adding the following new subsection (i) to Section 2:

“(i) WPAOG will permit Bank to have a hyperlink for the Program on its home page and at other prominent locations within the internet site(s) of WPAOG free of any charge. The Bank’s hyperlink will go to another internet site to enable a person to apply for a Credit Card Account and the Deposits Program (addressed in the Deposits Addendum). Any Credit Card Accounts generated pursuant to such a “hyperlink” will entitle WPAOG to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. WPAOG will modify or remove such advertisements within forty eight hours of Bank’s request. WPAOG will provide Bank’s appropriate account representatives with the ability to access any and all pages within the WPAOG internet site(s) that contain a Program advertisement and/or hyperlink.”

7. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1 hereto.

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

“(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 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to WPAOG:

West Point Association of Graduates  
698 Mills Road  
West Point, NY 10996

ATTENTION: T. James Blake  
Vice President, Business Operations

Fax #: (845) 446-5325

(2) If to FIA Card Services, N.A.:

FIA Card Services, N. A.  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Lou Ziccarelli  
Card Group Sr. Sales Executive

Fax #: (302) 432-0469”

9 The Agreement is hereby amended by adding the following new Section 13:

“13. GROUP INCENTIVE PROGRAM

- (a) Bank shall design all advertising, solicitation, and promotional material with regard to the Program, except with respect to those materials designed by WPAOG pursuant to any GIP. In that regard, WPAOG shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle WPAOG to the Royalty specified in Schedule B, as amended, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by WPAOG as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B, as amended.
- (c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by WPAOG pursuant to any GIP. Bank shall have approval and control of the scope, timing, content, and continuation of any GIP.

- (d) When WPAOG requests GIP solicitation materials, all costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of WPAOG pursuant to any GIP shall be deducted from any or all Royalty payments due WPAOG under this Agreement.
- (e) WPAOG shall comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP. This Section 13(e) shall survive termination of the Agreement."

10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

**WEST POINT ASSOCIATION OF GRADUATES**

**FIA CARD SERVICES, N.A.**

By: 

By: 

Name: ROBERT L. McCLURE '76

Name: DAVID BOOTH

Title: Colonel, USA (Retired)  
President and CEO

Title: SVP

Date: 4 March 08

Date: 4.3.08

ATTACHMENT #1

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay WPAOG a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for WPAOG 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Graduate Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Cadet Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$50.00 (fifty 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 purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.
3. \$50.00 (fifty dollars) for each Gold Reserve 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 Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Account will not qualify for any other opening-of-an-account Royalty.

C. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.
3. \$50.00 (fifty dollars) for each Gold Option 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 Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Account will not qualify for any other opening-of-an-account Royalty.

D. DEPOSIT ACCOUNTS

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the MMDA Deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the CD Deposits accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

E. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the

opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$15.00 (fifteen dollars) for each Emerging Credit Card 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 Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### G. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card 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 Emerging Credit Card Reward Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward 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 Credit Card Reward 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. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$15.00 (fifteen dollars) for each Emerging Credit Card 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 Emerging Credit Card 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 Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

## H. SPONSORSHIP DONATION

Within 45 days of the Effective Date, and within 45 days of each annual anniversary of the Effective Date in 2009, 2010, 2011, and 2012, so long as the Agreement is in full force and effect, Bank shall pay to WPAOG one hundred thousand dollars (\$100,000) as a sponsorship donation (each, a "Sponsorship Donation"). Each Sponsorship Donation hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection I.1.(i) through (vii), below.

## I. ROYALTY ADVANCES

1. Within 45 days after the Addendum Effective Date and within 45 days after each annual anniversary of the Addendum Effective Date in 2009, 2010, 2011, and 2012, Bank shall pay to WPAOG the sum of four hundred thousand dollars (\$400,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to WPAOG, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to WPAOG as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to WPAOG hereunder, and (y) WPAOG hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated and the amount of the Advances have not been fully recouped by Bank;
- (ii) WPAOG breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least one (1) telemarketing campaign to the full updated Mailing List (with the exception of the AAA List) during each consecutive twelve month period during the term of the Agreement;
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at all home Army football games and during the Army/Navy football game (including prominent tabling locations, appropriate signage promoting the Program, event passes for individuals working the event, parking passes for the day of the event and appropriate vehicular access to the facility hosting the event for the delivery of goods) during each consecutive twelve month period during the term of the Agreement;
- (vi) WPAOG prohibits or otherwise prevents Bank from advertising the Program on WPAOG's home page and at other prominent locations within the internet site(s) of WPAOG in accordance with Section 2(i) of the Agreement, as amended; and
- (vii) Bank is prohibited or otherwise prevented from distributing take-one applications or flyers advertising the Program at the WPAOG Gift Shop, at the Army Athletics Gift Shop, in football ticket renewal notices, and in season football ticket mailings.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to WPAOG in prior years, and pays WPAOG Royalties accrued by WPAOG over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

J. ROYALTY GUARANTEE

WPAOG shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million dollars (\$2,000,000) (the "Guarantee Amount") by April 30, 2013, subject to the provisions set forth below. If on April 30, 2013, WPAOG has not accrued \$2,000,000 in Royalties, Bank will pay WPAOG an amount equal to the Guarantee Amount minus the sum of all compensation accrued by WPAOG during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection I.1. (i) through (vii), above.

## ADDENDUM TO THE AFFINITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of February, 2010 (the "Addendum Effective Date") by and between Association of Graduates of the United States Military Academy (d/b/a West Point Association of Graduates) ("WPAOG"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WPAOG and Bank are parties to an Affinity Agreement dated as of April 30, 1996, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of WPAOG; and

WHEREAS, WPAOG and Bank mutually desire to modify the Agreement as provided for herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1(e) of the Agreement is hereby amended by adding the following sentence to the end of the definition:

"The Mailing List will not contain the names and/or related information of cadets of The United States Military Academy at West Point."

3. WPAOG and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to WPAOG for any Cadet Customer Credit Card Accounts; however, pursuant to the trademark license granted by WPAOG to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

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

"(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

5. Section A.4 of Schedule B of the Agreement is hereby deleted in its entirety.
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. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

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.

**ASSOCIATION OF GRADUATES OF THE  
UNITED STATES MILITARY ACADEMY  
(d/b/a West Point Association Of Graduates)**

**FIA CARD SERVICES, N.A.**

By: *John Calabro*  
Name: JOHN CALABRO  
Title: COO

By: *Wayne Goodman*  
Name: Wayne Goodman 2/18/10  
Title: SVP

**FIA CARD SERVICES\***

VIA Overnight Delivery

October 27, 2010

Mr. T. James Blake  
Vice President, Business Operations  
West Point Association of Graduates  
698 Mills Road  
West Point, New York 10996

Re: The Affinity Agreement by and between West Point Association of Graduates (f/k/a Association of Graduates, United States Military Academy) and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), dated April 30, 1996, as the same has been amended, including without limitation, by that certain Deposit Program Addendum dated May 1, 2008 (the "Deposit Program Addendum", and collectively with all other addenda, the "Agreement").

Dear Mr. Blake:

I am writing to inform you that following a comprehensive review of the West Point Association of Graduates Deposits Program, FIA has decided to terminate the Deposit Program Addendum.

This letter serves as FIA's written notice of termination of the Deposit Program Addendum, as required by Section 10 of the Deposit Program Addendum.

The Deposit Program Addendum will terminate on May 1, 2011.

We have appreciated your endorsement.

Sincerely,



Wayne Goodman  
Senior Vice President  
FIA Card Services, N.A.

C: Mr. Patrick Harris  
Director of Business Operations  
West Point Association of Graduates  
Herbert Alumni Center  
West Point, New York 10996