

**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Amended and Restated Agreement is entered into as of this 1st day of August, 1994 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, a District of Columbia association, having its principal place of business in Washington, D.C. ("AAUP").

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

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of AAUP and/or other potential participants mutually agreed to by AAUP 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 logo, service mark, trade dress, trade name, or trademark used or acquired by AAUP during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF AAUP

(a) AAUP agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license its Trademarks, nor sell, rent or otherwise make available its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no AAUP publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

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

(e) Upon the request of MBNA America, AAUP shall provide MBNA America with Mailing Lists free of any charge. The initial Mailing List shall contain at least _____ () names with corresponding postal addresses and telephone numbers.

(f) AAUP 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 AAUP.

(g) AAUP 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 AAUP 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) AAUP shall provide MBNA America with a subscription without charge to any and all AAUP 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 AAUP.
- (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 AAUP.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent. The Mailing Lists are and shall remain the sole property of AAUP. 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 AAUP.
- (f) MBNA may use Kessler Financial Services, Limited Partnership to assist in fulfilling its obligations under this Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) AAUP and MBNA America each represent and warrant 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) AAUP 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 AAUP. 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

AAUP 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 AAUP or MBNA America, respectively as the case may be, or its directors, officers or employees. AAUP 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

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement are confidential as of the date of disclosure. Such information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and AAUP shall be permitted to disclose such terms (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 August 1, 1999. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

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 conflicts of law 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 AAUP, 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 thirty (30) days after the Cure Period.

(b) If either MBNA America or AAUP 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 Mailing Lists. 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 AAUP to the Members. Upon termination of this Agreement, AAUP shall not attempt to cause the removal of AAUP'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 received (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:

(i) If to AAUP:

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
1012 14th Street, NW
Suite 500
Washington, DC 20005

ATTENTION: Jonathan Knight, Ph.D.

(ii) If to MBNA America:

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

ATTENTION: Division Manager,
Group Administration/Sales

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

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

however, MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate") pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
 - (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
 - (iii) to any MBNA Affiliate.
- (h) MBNA America and AAUP 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 AAUP and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) AAUP recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, AAUP agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that AAUP does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.
- (k) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any fault beyond its reasonable control or without its fault or negligence.

(1) 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.

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

MBNA AMERICA BANK, N.A.

By: Mary Burgan

By: Penelope J. Taylor

Name: MARY BURGAN

Name: PENELOPE J. TAYLOR

Title: GENERAL SECRETARY

Title: EVP

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO Annual fee.
2. The current annual percentage rate will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$7.50.
3. Thereafter the annual fee, when applied, is \$15.00.
4. The current annual percentage rate is 16.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 13.9%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AAUP 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 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.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer or if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such royalty last accrued.
3. Twenty two one-hundredths of one percent (.22%) on an annualized basis, computed monthly (periodic rate of .018333%) of average annual outstanding balances for each Credit Card Account (net refunds, returns and unauthorized transactions) which is active and in good standing.
4. 1% (one percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

D. DEPOSIT ACCOUNTS

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

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

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



APR 21 1995

MBNA Marketing Systems, Inc.
800 Connecticut Avenue, N.W.
Washington, D.C. 20006

(202) 833-5400

April 13, 1995

Jonathan Knight
Association Secretary
American Association of University Professors
1012 14th Street N.W., Suite 500
Washington, D.C. 20005

Dear Dr. Knight: *Jonathan*

As you are aware, we have recently enhanced the credit card benefit for your members by modifying the Program to eliminate the annual fee. We need to update the royalty provision of the agreement to provide for this important change. As you will see, the dollar amount per account has not been changed. This new calculation will be effective for all of your accounts as of April 1, 1995, and is implemented by replacing the current renewal compensation language with the following:

If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

In order to offer this enhancement, we need you to countersign and return this letter, keeping a copy for your records. If you would like to discuss any aspect of our program, I hope you will not hesitate to call.

Sincerely,
Ellen J. Hahn
Ellen J. Hahn
Assistant Vice President

American Association of University Professors

[Signature]
Signature
[Handwritten initials]

985 511

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1 day of April, 1999 by and between American Association of University Professors ("AAUP"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AAUP and MBNA America are parties to an amended and restated affinity agreement dated August 1, 1994 as the same was amended by letter dated April 13, 1995 (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AAUP 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 July 31, 2004. 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 AAUP's obligations under the Agreement to exclusively endorse the Program, AAUP agrees that prior to April 30, 2004, 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.
4. Section A.2. of Schedule B of the Agreement is hereby amended by deleting "\$1.00 (one dollar)" and replacing this with "\$3.00 (three dollars)."
5. The Agreement is hereby amended by deleting Section A.3 of Schedule B and replacing this with:
 3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
6. The Agreement is hereby amended by adding the following new Sections E and F to the end of Schedule B:

E. ROYALTY ADVANCES.

Within thirty (30) days of the full execution of this Addendum, MBNA America shall pay to AAUP the sum of Five Hundred Thousand Dollars (\$500,000) (the "First Advance"), as an advance against future Royalties, subject to the provisions set forth below. On March 31, 2000, and on each March 31 thereafter, up through and including March 31, 2003, MBNA America shall pay to AAUP the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. (The First Advance and the Subsequent Advances are referred to as the "Advances".) All Royalties accrued shall, in lieu of direct payment to AAUP, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to AAUP as set forth in this Agreement. Notwithstanding the foregoing, AAUP 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 (iv) below should occur:

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

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

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

(iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

F. ROYALTY GUARANTEE.

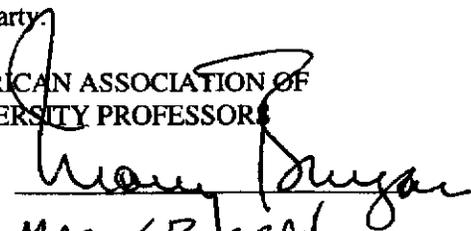
AAUP shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than One Million Dollars (\$1,000,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the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

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

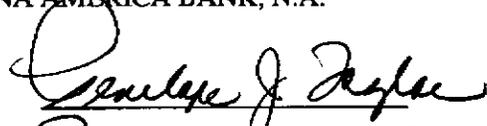
to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties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

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

By: 
Name: MARY BURGAN
Title: GENERAL SECRETARY
Date: 4/12/99

MBNA AMERICA BANK, N.A.

By: 
Name: PENELOPE J. TAYLOR
Title: SEVP
Date: 5/3/99

AAUP

American Association of University Professors

Academic Freedom for a Free Society

January 7, 2002

Jesse Malone, Jr.
Vice President
MBNA Mid-Atlantic
11333 McCormick Road
Hunt Valley, Maryland 21031

Dear Jesse:

We are pleased to participate in the Select Rewards Program. Full speed ahead.

Regards,



Jonathan Knight
Associate Secretary

Enclosure

**SELECT REWARDS ADDENDUM
TO THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 12 day of Feb, 2002, by and between American Association of University Professors (AAUP) and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AAUP and MBNA 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 AAUP; and

WHEREAS, AAUP and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of AAUP's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

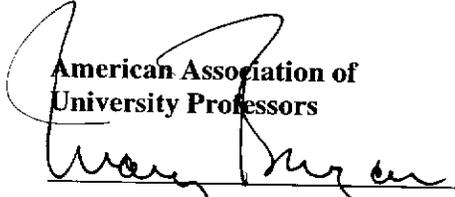
NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AAUP and MBNA America agree as follows:

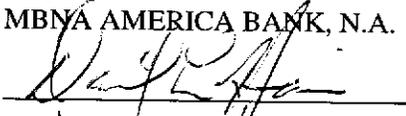
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as 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 AAUP under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. AAUP 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 AAUP'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, AAUP 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.

**American Association of
University Professors**
✓ By: 
Name: MARY BURGAN
Title: GENERAL SECRETARY
Date: JANUARY 7, 2002

MBNA AMERICA BANK, N.A.
By: 
Name: David Harris
Title: Sr. Exec. VP.
Date: 2/12/02

Attachment #1**I. Reward Enhancement Brief Product Description**

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

- A. \$0 (ZERO Dollars) 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 AAUP a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day

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of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

**ADDENDUM TO THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 20th day of August, 2004 by and between American Association of University Professors ("AAUP"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AAUP and MBNA America are parties to an amended and restated affinity agreement, as the same was amended by addenda dated April 1, 1999, and February 12, 2002 (the "Agreement"); and

WHEREAS, AAUP and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AAUP 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 July 31, 2009. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Section 1 of the Agreement is hereby amended by adding the following new subsections (j), (k), (l), and (m):
 - (j) "Group Incentive Program " or "GIP" means AAUP's distribution of GIP Materials provided by MBNA America to AAUP at certain AAUP events determined by MBNA America , and the parties mutually agree that such marketing or other program shall constitute a GIP.
 - (k) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which AAUP complies with the GIP provisions of this Agreement.
 - (l) "GIP Materials" means single, one-page credit card applications and/or other marketing material for the Program
 - (m) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which AAUP complies with the GIP provisions of the Agreement.
4. The Agreement is hereby amended by adding the following new Section 13:
 13. GROUP INCENTIVE PROGRAM
 - (a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, including but not limited to GIP Materials.

(b) All marketing materials generated as a result of such GIP programs shall be coded for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) "AAUP will reproduce and distribute GIP materials at those AAUP events mutually agreed upon by both parties. AAUP shall forward all applications received by AAUP to the MBNA account executive via overnight courier within 72 hours of receipt. Upon the request of MBNA America AAUP shall immediately destroy or return to MBNA America all GIP Materials".

(d) In no event shall AAUP create or distribute any advertising or solicitation materials for the Program other than those advertising and solicitation materials approved by MBNA America. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(e) MBNA America shall be responsible for all costs incurred by MBNA America in producing the GIP Materials. All other costs incurred by MBNA America in supporting the marketing efforts of AAUP pursuant to any GIP shall be deducted from any or all Royalty payments due AAUP under this Agreement.

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

5. Schedule B of the Agreement is hereby amended by adding the following new Section G:

G. GIP ACCOUNTS (OTHER THAN REWARD GIP ACCOUNTS)

\$30.00 (thirty 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.

6. The Agreement is hereby amended by adding the following new subsection D to Attachment #1, Section II of the addendum dated February 12, 2002:

D. \$30.00 (thirty 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.

7. Effective August 1, 2004, Schedule B of the Agreement is hereby amended by deleting Section E in its entirety and replacing this with the following new Section E:

E. ROYALTY ADVANCES.

1. Within forty-five (45) days after each of August 1, 2004, August 1, 2005, August 1, 2006, August 1, 2007, and August 1, 2008, MBNA America shall pay to AAUP the sum of Seventy Thousand Dollars (\$70,000) (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 AAUP, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to AAUP as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to AAUP hereunder, and (y) AAUP hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

(i) the Agreement terminates and the amount of the Advance has not been fully recouped by MBNA America;

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

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

(iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

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

8. In addition to AAUP's obligations under the Agreement to exclusively endorse the Program, AAUP agrees that during the term of this Agreement, up through and including April 30, 2009, it will not 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.

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

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

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

By:

Name:

Title:

Date:

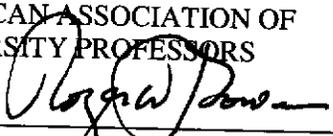
MBNA AMERICA BANK, N.A.

By:

Name:

Title:

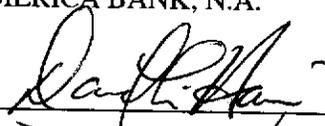
Date:



ROGER W BOWEN

GENERAL SECRETARY

20 AUGUST 2004



David L. Hans

Sr. Exec. V.P.

8/8/04

FIA CARD SERVICES*

Via Overnight Delivery

February 1, 2011

Mr. Jonathan Knight, Ph.D.
American Association of University Professors
1012 14th Street, NW
Suite 500
Washington, DC 20005

Dear Dr. Knight:

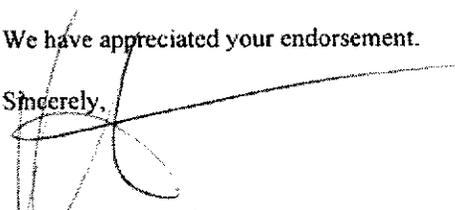
I am writing to inform you that following a comprehensive review of the American Association of University Professors credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated August 1, 1994, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement, as amended by that certain Addendum to the Agreement dated August 20, 2004.

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

We have appreciated your endorsement.

Sincerely,



Agnes Mikus-Hughes
Vice President
FIA Card Services, N.A.

C: Martin Snyder
1133 19th St NW
Suite 200
Washington DC 20036