

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered as of this ____ day of July, 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"), and AMERICAN UNIVERSITY, a congressionally-chartered, non-profit institution of higher education having its principal place of business in Washington, DC ("AU") for themselves, and their respective successors and assigns.

WHEREAS, AU and MBNA America 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 AU; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AU 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 MBNA America in response to marketing efforts made by MBNA America pursuant to the Program. A "Non-Student Credit Card Account" is a Credit Card Account where the primary applicant is a "Non-Student Customer". A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by AU as a student of American University.
 - (ii) "Non-Student Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means a credit card program or charge card programs, but excluding pre-existing AU purchasing cards/ credit devices containing the AU trademark and the American Express Corporate Card.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format mutually agreed to by the parties) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a student or alumni of AU and/or other potential participants mutually agreed to by AU 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" mean 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 AU during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF AU

- (a) AU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not endorse, sponsor, advertise, aid, develop or solicit any Financial Service Products of any organizations other than MBNA America; and
 - (ii) it will not license or allow others to license the Trademarks in relation to or for

promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, AU may accept advertising from any other financial institution provided that the advertisement does not contain a trademark or an express endorsement by AU of the financial institution or of a Financial Service Product; and AU may enter into relationships with other financial institutions related to sponsoring, underwriting or participating in any AU event, program or other activity provided AU does not make available the Mailing List to the financial institution, AU does not expressly endorse any Financial Service Product of the financial institution, AU does not permit the financial institution to use a Trademark for the purpose of promoting a Financial Service Product of the financial institution and AU does not expressly endorse the financial institution.

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

(c) AU authorizes MBNA America to solicit its Members by mail, advertisement, telephone and direct promotion for participation in the program. Notwithstanding the above, MBNA America will not conduct a telemarketing campaign after the Removal, as defined below, without receiving the prior approval of AU which shall not be unreasonably withheld or delayed. Until the Removal, as defined below, any and all MBNA America direct mail campaigns will be done through AU. If MBNA America desires to conduct a direct mail campaign, it shall deliver to AU's internal mailing house the direct mail pieces, which shall be already sealed in envelopes. AU shall place an address label for each Member MBNA America wants to solicit on a direct mail piece and shall mail said direct mail pieces within 15 (fifteen) days of receipt from MBNA America. MBNA America will pay AU's postage cost for mailing the direct mail pieces. AU shall use its best efforts to obtain the lowest mailing cost possible for MBNA America direct mail pieces.

(d) It is the intent of AU to remove the existing restrictions that prohibit AU from providing the Mailing Lists to MBNA America for its use in connection with the Program as soon as possible. Upon removal of the existing restrictions, AU shall provide the Mailing list to MBNA America in accordance with Section 2(f).

(e) AU shall have the right of prior approval of all Program advertising and

solicitation materials to be used by MBNA America, which contain AU's trademark; such approval shall not be unreasonably withheld or delayed.

(f) After AU removes the existing restrictions that prohibits AU from providing the Mailing Lists to MBNA America in accordance with Section 2(d) above (the "Removal"), upon the request of MBNA America, AU shall provide MBNA America with the Mailing Lists free of charge but AU shall provide no more than two (2) lists per twelve (12) month period, with such lists containing approximately twenty thousand (20,000) names with corresponding postal addresses and when available, telephone numbers.

(g) AU 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 AU.

(h) AU 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 the Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to 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 AU 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.

(i) AU shall provide MBNA America with a subscription without charge to selected AU 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, which materials shall be approved by AU in accordance with Section 2(d) above. 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 AU.

(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 AU.

(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 AU. 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 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 endorsement by AU.

4. REPRESENTATIONS AND WARRANTIES

(a) AU 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 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) AU 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 AU. 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

AU and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnities") 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 AU or MBNA America, respectively as the case may be, or its directors, officers or employees. AU will indemnify and hold harmless MBNA America and its Indemnities from and against any and all Losses arising from the Trademarks license granted herein or from MBNA America's use of the Trademark 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-ended 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 or 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 AU 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 any governmental regulatory authority.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on September 30, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws of 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 AU, 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 AU 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 AU to the Members, which approval shall not be unreasonably withheld. Upon termination of this Agreement, AU shall not attempt to cause the removal of AU's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) Upon termination of this Agreement, MBNA America shall, within one hundred eighty (180) days from the date of termination, replace all current credit devices bearing an AU mark or logo. These replacement credit devices may not suggest or carry any inference, mark or logo suggesting an on-going relationship with AU.

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 Section 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 AU:

AMERICAN UNIVERSITY
4400 Massachusetts Avenue, N.W.
Washington, D.C. 20016-8033

ATTENTION: Ms. Violeta Ertle,
Assistant Vice President for Business Management

(2) 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. If AU is providing MBNA America with notice pursuant to Section 9 herein, AU must provide notice at least one hundred twenty (120) days 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 agreement, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, AU may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may utilize the services of any third party in fulfilling its obligation under this Agreement. MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of AU; provided however, that 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 assets of MBNA America; or

(iii) to any MBNA Affiliate

(h) MBNA America and AU 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 AU 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.

AMERICAN UNIVERSITY

MBNA AMERICA BANK, N.A.

By: *Violeta T. Ertle*

By: *Howard C. Wallace*

Name: VIOLETA T. ERTLE
ASSISTANT VICE PRESIDENT
Title: OF BUSINESS MANAGEMENT

Name: HOWARD C. WALLACE
Title: SENIOR EXECUTIVE
VICE PRESIDENT

SCHEDULE A

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 Non-Student Customers the current annual percentage rate will be a variable rate of prime plus 7.9%. For Student Customers the current annual percentage rate will be a variable rate of prime plus 9.9%.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AU 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 Non-Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than the result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty-one hundredths of one percent) of all retail purchase transaction dollar volume generated by Non-Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

5. \$0.15 (fifteen cents) for each retail purchase transaction made by a Student Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns, and unauthorized transactions).

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 29th day of September, 2000 by and between American University ("AU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AU and MBNA America are parties to an Amended and Restated Affinity Agreement dated as of July, 1996 (the "Agreement"), wherein MBNA America agrees to provide certain financial services to certain persons included in certain lists owned and controlled by AU and others; and

WHEREAS, AU and MBNA America mutually desire to extend the term of the Agreement and make certain other modifications thereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AU 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 second sentence of Section 9 of the Agreement is hereby amended to read in its entirety as follows: "The current term of the Agreement will begin on the Effective Date and end on September 30, 2005."
3. MBNA America agrees to compose and provide, annually if requested and at its expense, at such AU campus location(s) and time(s) as may be mutually agreed upon by the parties, an informational seminar directed at educating students on the importance of maintaining financial responsibility. The content of any such seminar shall be selected by MBNA America in its discretion.
4. Effective as of October 1, 2000, Schedule B, Section A.3. of the Agreement is hereby amended to read in its entirety as follows:
 3. \$3.00 (three dollars) for each Student 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 Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
5. Effective as of October 1, 2000, Schedule B, Section A.5. of the Agreement is hereby amended to read in its entirety as follows:
 5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (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. Effective as of October 1, 2000, Schedule B shall be amended by adding the following new Section:
 - B. ROYALTY ADVANCE.

Upon full execution and delivery of this Addendum by the parties, MBNA America shall pay to AU the sum of One Hundred Thousand dollars (\$100,000) (the "Advance"), as an advance against future

Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to AU, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to AU as set forth in this Agreement. Notwithstanding the foregoing, AU 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 terminates and the amount of the Advance has not been fully recouped by MBNA America;

(ii) AU breaches any of its obligations under this Agreement; provided, however, that AU shall not be responsible to repay MBNA America any outstanding Advance amounts due if as of the effective date of termination, MBNA America has materially breached any of its obligations under this Agreement (and has not cured or substantially cured such material breach);

(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 term of the Agreement; provided, however, that AU is not responsible to pay any outstanding Advance amounts due MBNA America if MBNA America does not choose, despite having a clear opportunity to do so, to conduct each such annual direct mail marketing campaign;

(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; provided, however, that AU is not responsible to pay any outstanding Advance amounts due MBNA America if MBNA America does not choose, despite having a clear opportunity to do so, to conduct each such annual telemarketing campaign; and

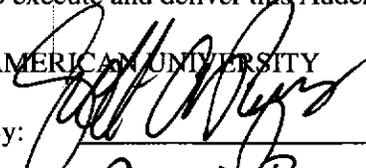
(v) MBNA America is prohibited from conducting on-campus promotion campaigns (*i.e.*, conducting person-to-person tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; provided, however, that AU is not responsible to pay any outstanding Advance amounts due MBNA America if MBNA America does not choose, despite having a clear opportunity to do so, to conduct at least two (2) on-campus promotional campaigns each year.

7. Section 2(c) of the Agreement is hereby amended to delete all provisions contained in such Section 2(c) following the third sentence thereof.

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

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

AMERICAN UNIVERSITY

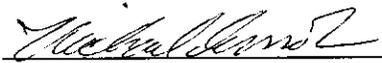
By: 

Name: SCOTT A. BYERS

Title: ASST. TREASURER

Date: 9/29/00

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Daml

Title: Senior EOP

Date: October 23, 2000

**CUSTOMER LIST ADDENDUM
TO THE AMERICAN UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 6th day of May, 2004 by and between American University ("AU"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AU 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 AU; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide AU with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to AU, and may restrict any use by AU of any Customer List or Customer Information which is provided by MBNA America to AU, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.
3. AU shall return to MBNA America each Customer List, in the same form as received by AU within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, AU agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.
4. Any Customer List provided to AU may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to AU. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:
 - (a) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
 - (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and

(c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

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

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

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

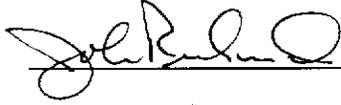
8. In the event AU receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, AU agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding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

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

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

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

AMERICAN UNIVERSITY
By: 
Name: Douglas Kudravetz
Assistant Vice President
Title: of Finance
Date: 5-10-04

MBNA AMERICA BANK, N.A. *OK - Richard's Stamp*
By: 
Name: John J. Richardson
Title: Senior Executive Vice President
Date: 6/3/04

*OK
10/6*

WORLD POINTS AND EMERGING CREDIT CARD ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this April 4, 2008, by and between American University ("AU"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, AU and Bank are parties to an Amended and Restated Affinity Agreement dated as of July 1996, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of AU; and

WHEREAS, AU and Bank mutually desire to amend the Agreement to include the loyalty rewards program, emerging credit program and Group Incentive Program (as defined below) as another aspect of AU's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AU 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 following definitions are hereby added to Section 1 of the Agreement as follows:

"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 AU 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 AU complies with the GIP provisions of the Agreement.

"GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which AU complies with the GIP provisions of the Agreement.

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

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer 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

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 AU complies with the GIP provisions of the Agreement.

3. The following is hereby added to the Agreement as a 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 AU pursuant to any GIP. In that regard, AU 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 AU to the GIP Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by AU 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.

(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 AU pursuant to any GIP. Bank shall have approval and control of the scope, timing, content, and continuation of any GIP.

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

(e) AU 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."

4. The parties agree that the Reward Enhancement is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by AU under the Agreement.

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

6. Schedule A of the Agreement is hereby deleted in its entirety.

7. Schedule B of the Agreement is hereby amended by adding new Sections B through E, as set forth on Attachment #1, attached hereto and made a part hereof.

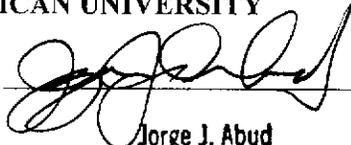
8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

9. 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 UNIVERSITY

By:



Name:

Jorge J. Abud

Title:

Assistant Vice President of
Facilities & Administrative Services

Date:

4/18/08

FIA CARD SERVICES, N.A.

By:



Name:

DAVID B. SMITH

Title:

SUP

Date:

4-4-08

Attachment #1

B. GIP ACCOUNTS

1. \$75.00 (seventy-five 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.

C. 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. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

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. \$75.00 (seventy-five 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

the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. EMERGING 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. \$25.00 (twenty-five 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.

E. 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

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. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.

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. \$25.00 (twenty-five 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.

FIA CARD SERVICES'

September 16, 2009

Mr. Jorge Abud
Assistant Vice President, Facilities and Administrative Services
American University
4400 Massachusetts Avenue, N.W.
Washington, D.C. 20016

RE: The Amended and Restated Affinity Agreement by and between American University ("AU") and FIA Card Services, N.A., f/k/a/ MBNA America Bank, N.A. ("Bank"), dated as of July 1996, as the same has been amended (the "Agreement").

Dear Mr. Abud:

By letter dated May 28, 2009, AU notified Bank of its intention not to renew the Agreement (the "Termination Notice"). Subsequent to the Termination Notice, the parties have mutually decided to extend the Agreement until December 31, 2009 (the "End Date"), to provide for additional time for AU and Bank to negotiate which, following the execution, and delivery of this letter by each party to the other, will be the end of the term of the Agreement.

If the parties do not, in their respective sole and unfettered discretion, execute another or further agreement regarding the subject matter of the Agreement by the End Date, the Agreement will auto-renew for sixty (60) day periods following the End Date unless either party gives notice of its intention not to renew the Agreement. Such notice shall be delivered to the other party at least thirty (30) days prior to the End Date or any subsequent renewal End Date. If the parties agree to terminate on the End Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement.

This letter shall bind and inure to the benefit of the successors and assigns of the parties. This letter shall govern any inconsistencies between this letter and the Agreement. This letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this letter is deemed to be invalid, the balance of the letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at 302-432-0090.

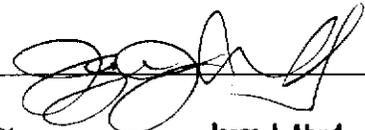
Sincerely,



Andrew Kosek
Assistant Vice President

ACCEPTED AND AGREED TO:

AMERICAN UNIVERSITY

By: 

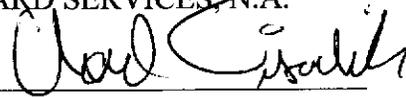
Name: Jorge J. Abud

Title: Assistant Vice President of
Facilities & Administrative Services

Date: 9/18/09

ACCEPTED AND AGREED TO:

FIA CARD SERVICES, N.A.

By: 

Name: Chad P. Sorchie

Title: SUP

Date: 10-15-09

cc: Anya Arthur



AMERICAN UNIVERSITY

W A S H I N G T O N , D C

OFFICE OF FINANCE AND TREASURER

May 28, 2009

Andrew Kosek
Collegiate Sector
Bank of America Card Services
DE5-001-06-04
1100 North King Street
Wilmington, DE 19884

Re: Contract Renewal/Agreement Termination

Dear Mr. Kosek:

American University has decided to take this opportunity to put our affinity card services out to bid. Due to the longevity of the current contract, we feel it is in our best interest to survey the market at this time. Bank of America will certainly be included in the bid process. I have you listed as the contact person, please let me know if there are others. This notice enforces that the termination of the current agreement will occur on September 30, 2009 as per the terms of notification. Therefore there will be no auto-renewal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anya Arthur', written over a horizontal line.

Anya Arthur
Contracts Manager
American University, Auxiliary Services

cc: JoDe Norris

AUXILIARY SERVICES

4400 MASSACHUSETTS AVENUE, NW WASHINGTON, DC 20016-8163 202-885-3990 FAX: 202-885-1342

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of June, 2010 (the "Addendum Effective Date") by and between American University ("AU"), and FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, AU and Bank are parties to an Amended and Restated Affinity Agreement entered into as of June 1996, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of AU; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AU 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 definition for "Student Credit Card Account" as contained in Section 1(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

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

3. The following sentence is hereby added to Section 1(e) of the Agreement:

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

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

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

"(2) If to FIA:

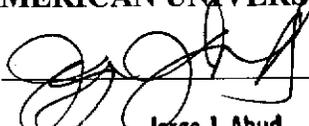
FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

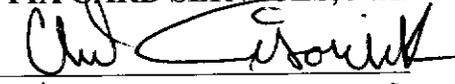
ATTENTION: Contract Administration

6. Section A of Schedule B of the Agreement is hereby amended by deleting sections A.3 and A.5 in their entireties.

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. 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.

AMERICAN UNIVERSITY
By: 
Name: Jorge J. Abud
Title: Assistant Vice President of
Facilities & Administrative Services
Date: 6/8/10

FIA CARD SERVICES, N.A.
By: 
Name: Chad Pisorchick
Title: SUP
Date: 6/24/10

FIA CARD SERVICES®

VIA Overnight Delivery

June 24, 2011

Ms. Violeta Eittle
Assistant Vice President for Business Management
American University
4400 Massachusetts Avenue, N.W.
Washington, DC 20016-8033

Dear Ms. Eittle:

I am writing to inform you that following a comprehensive review of the American University 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 July, 1996, 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 letter agreement between the parties dated September 16, 2009.

The Agreement's expiration date is August 23, 2011.

We have appreciated your endorsement.

Sincerely,



Jared D. Grundish
Vice President
FIA Card Services, N.A.

CC: Dave Courter
Director, Auxiliary Services