

AGREEMENT

This Agreement is entered into as of this 20th day of December, 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 (hereinafter referred to as "MBNA America"), and THE BLOOMSBURG UNIVERSITY FOUNDATION, INC., an educational institution having its principal place of business in Bloomsburg, Pennsylvania (hereinafter referred to as "BUF").

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (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, travel and entertainment card services.
- (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, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of Bloomsburg University and/or other potential participants mutually agreed to by BUF and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement from time to time to the Members.
- (h) "Royalties" means the compensation set forth in Schedules A and B.
- (i) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by BUF during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF BUF

- (a) BUF agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid or 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 other Financial Service Products of any entity other than MBNA America; and (iii) no BUF publication shall carry advertisements for any other Financial Service Products of any entity other than MBNA America.
- (b) BUF agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

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

(d) BUF shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain BUF's Trademark; such approval shall not be unreasonably withheld or delayed. Notwithstanding approval by BUF, MBNA America shall be solely responsible for accuracy of content of materials created by MBNA America and for substantial compliance with Delaware and applicable Federal laws and regulations.

(e) Upon the request of MBNA America, BUF shall provide MBNA America with Mailing Lists free of any charge. The initial Mailing List contains at least thirty eight thousand names with corresponding postal addresses and, when available, telephone numbers.

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

(g) BUF 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 BUF 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) BUF shall provide MBNA America with a subscription without charge to "Bloomsburg".

(i) To the extent that BUF shall have control and authority, BUF shall not allow, permit, license, condone or encourage the solicitation or advertisement of Financial Service Products by any organization, group or provider of Financial Service Products, other than MBNA America, on any property owned, leased or operated by BUF.

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 BUF.

(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 BUF.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of BUF. 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 lawful purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by BUF.

(f) MBNA America may use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

(g) MBNA America shall be responsible for keeping the Program in substantial compliance with all applicable Delaware and Federal laws and regulations.

4. REPRESENTATION AND WARRANTIES

(a) BUF 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) BUF 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 BUF. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

6. CROSS INDEMNIFICATION

BUF and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, 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 BUF or MBNA America, respectively as the case may be, or its directors, officers or employees. BUF will indemnify and hold harmless MBNA America and its Indemnities 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 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 BUF 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 December 31, 1999. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least three (3) months 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 or default of this Agreement by MBNA America or BUF, 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 BUF becomes insolvent in that its liabilities exceed 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 expiration or termination of this Agreement, MBNA America shall in a manner consistent with Section 11 (d) of this Agreement, immediately cease to use the Trademarks and Mailing Lists. 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 BUF to the Members, which approval shall not be unreasonably withheld or delayed. Upon termination of this Agreement, BUF shall not attempt to cause the removal of BUF'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 officers of both parties hereto.

(b) The obligations in Sections 6, 8, 11 (c) and 11 (d) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future 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, the parties agree to negotiate in good faith to develop new language which more closely achieves their intended affect of the invalid or unenforceable language.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received (i) upon actual 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 BUF:

THE BLOOMSBURG UNIVERSITY FOUNDATION, INC.
400 East 2nd Street
Bloomsburg, Pennsylvania 17815-1301
ATTENTION: Mr. Anthony M. Ianiero, Executive Director of
The Bloomsburg University Foundation, Inc.

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. Howard Wallace, Executive Vice President

Any party may change the address to which communications are to be sent by giving notice 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. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and BUF 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 BUF 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 fault 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.

13. CUSTOMER LIST

(a) Upon the request of BUF but in no event more than once per year, MBNA America shall provide a list of names and addresses of Customers (collectively, hereinafter "Customer List") at no cost to BUF. BUF shall return any and all Customer Lists provided by MBNA America in the form provided within ninety (90) days of receipt of such Customer Lists.

(b) Each Customer List is and shall remain the sole property of MBNA America. BUF shall not make and shall prevent its employees, volunteers, and representatives from making Customer List(s) available in whole or in part to any person or entity other than MBNA America without receiving the prior written approval of MBNA America. In the view of the confidential nature of the Customer List, BUF warrants that all employees, volunteers, agents and/or representatives of BUF who work with the Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy the Customer List or make any other use of the Customer List other than as specifically approved by MBNA America.

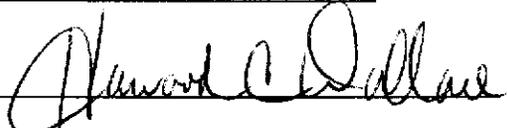
(c) Because the nature of this asset make an evaluation of damages after a violation of this Section extremely difficult or impossible, then in the event that any Customer List or any part thereof is handled in a fashion that violates this Agreement by BUF or its employees, volunteers or agents, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each name or address used in violation of this Section, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach, in addition to any other remedies MBNA may wish to pursue.

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

THE BLOOMSBURG UNIVERSITY FOUNDATION, INC.

By: 
Title: Chairman

MBNA AMERICA BANK N.A.

By: 
Title: Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

- * There is NO Annual Fee for the Non-Student Members.
- * There is NO Annual Fee for the first year for the Student Members.
- * The Annual Fee when applied, is : \$40.00 Gold Credit Card Account
\$20.00 Preferred Credit Card Account
- * The current Annual Percentage Rate for Non-Student Members of BUF will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
- * The current Annual Percentage Rate for student Members of BUF will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay THE BLOOMSBURG UNIVERSITY FOUNDATION, INC. a Royalty calculated according to the following schedule, for those accounts with active charging privileges. Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Member of BUF, which remains open for at least ninety (90) days.
- * \$1.00 each full twelve (12) month period that an Alumni Credit Card Account is renewed and an Annual Fee is paid by a 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.
- * \$3.00 for each year a Credit Card Account is renewed and an applicable Annual fee is paid by a Student Customer.
- * .40 of 1% of all retail purchase transactions made by Alumni Customers (net refunds, returns or fraudulent transactions, which shall be deducted by MBNA America)
- * .15 of 1% of all retail purchase transactions made by Student Customers (net refunds, returns or fraudulent transactions, which shall be deducted by MBNA America)
- * Provided BUF allows for the full implementation of program marketing (direct mail, telemarketing, and on campus promotions), MBNA America agrees to make a total payment of \$20,000 (twenty thousand dollars) in year one upon implementation of the first full marketing campaign, as an advance against future royalties.
- * BUF shall be guaranteed royalties of \$100,000 (one hundred thousand dollars) during the five years of the Agreement, payable at the end of the fifth year of the Agreement, if not previously earned, based on the following conditions.
 - A five (5) year Agreement is signed.
 - BUF will use best efforts to assist MBNA America in opening a minimum of one thousand (1,000) new accounts per year in the first three (3) years of the Agreement by guaranteeing to allow:
 - A minimum of two (2) direct mail and two (2) telemarketing campaigns to the marketable lists each year for the term of the Agreement.
 - Direct Promotions will be given the ability to promote the credit card program "on campus" at major events as well as "on going" through tabling and postering.
 - BUF must endorse and participate in the Financial Service Products as defined in this Agreement.

* Provided that BUF signs an Agreement with MBNA America, MBNA America agrees to pay BUF a one time donation of \$5,000 (five thousand dollars) payable on implementation of program marketing.

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

11/17/94

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 10th day of December, 1999 by and between Bloomsburg University Foundation Inc. ("BUF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BUF and MBNA America are parties to an affinity agreement dated December 20, 1994, 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 BUF; and

WHEREAS, BUF and MBNA America mutually desire to extend the term of the Agreement and modify the royalty structure; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BUF 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 December 31, 2004 (the "Current Term"). Between August 31, 2004 and October 30, 2004, BUF shall exclusively negotiate in good faith with MBNA America for the extension of the term of the Agreement. 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 BUF's obligations under the Agreement to exclusively endorse the Program, BUF agrees that until October 30, 2004, 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.
4. The provisions in Subpart A of Schedule B of the Agreement are hereby amended in their entirety to read as set forth in Exhibit #1.
5. Within ten (10) business days after full execution of this Addendum by MBNA America and BUF, MBNA America shall pay to BUF the sum of three hundred seventy five thousand dollars (\$375,000.00) (the "First Advance"), as an advance against Royalties, subject to the provisions set forth below. Beginning on December 31, 2000 and on each December 31st thereafter, up through and including December 31, 2003, MBNA America shall pay to BUF one hundred fifty six thousand two hundred fifty dollars (\$156,250.00) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and each Subsequent Advance are collectively referred to as the "Advances." All Royalties accrued shall, in lieu of direct payment to BUF, be applied against each of the Advances until such time as the Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BUF as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to BUF hereunder, and (y) BUF 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 is terminated prior to the end of the Current Term as stated in this Addendum;
- (ii) BUF breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by BUF from conducting at least four (4) 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 by BUF from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

6. BUF 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 Current Term, subject to the provisions set forth below. If on the last day of the full Current Term BUF has not accrued \$1,000,000 in Royalties, MBNA America will pay BUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BUF during the Current Term and the amount of any unrecovered 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 Section 5 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.

BLOOMSBURG UNIVERSITY FOUNDATION, INC.

MBNA AMERICA BANK, N.A.

By: Elbern H. Alkire, Jr.

By: DM C

Name: Elbern H. Alkire, Jr.

Name: D.M. Cummings, Jr.

Title: Chair

Title: Senior Exec. Vice Pres

Date: December 10, 1999

Date: 1/7/00

EXHIBIT #1

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by 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)).

**ADDENDUM TO THE
BLOOMSBURG UNIVERSITY FOUNDATION, INC., AGREEMENT**

THIS ADDENDUM, Exhibit #1, and Exhibit #2 (the "Addendum") is entered into this 10th Day of February, 2005 by and between Bloomsburg University Foundation, Inc. ("BUF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BUF and MBNA America are parties to an affinity agreement dated December 20, 1994, as the same was amended by addendum dated December 10, 1999 (the "Agreement"); and

WHEREAS, by letter dated August 4, 2004, BUF notified MBNA America that the Agreement would terminate on December 31, 2004.

WHEREAS, subsequent to December 31, 2004, BUF and MBNA America decided that they desired to extend the term of the Agreement, effective December 31, 2004;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BUF 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 December 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. The Agreement is hereby amended by deleting Section 1(d) in its entirety and replacing this with the following new Section 1(d):
 - (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs and revolving loan programs.
4. Section 1 of the Agreement is hereby amended by adding the following new subsection (j):
 - (j) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
5. The Agreement is hereby amended by deleting Section 13 in its entirety and replacing this with the following new Section 13:

13. CUSTOMER LIST

- (a) Upon the request of BUF, but in no event more than once per 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 BUF 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 Agreement, 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 BUF, and may restrict any use by BUF of any Customer List or Customer Information

which is provided by MBNA America to BUF, 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.

(b) BUF shall return to MBNA America each Customer List, in the same form as received by BUF within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, BUF 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.

(c) Any Customer List provided to BUF 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 BUF. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

(i) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);

(ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and

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

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. BUF expressly acknowledges and agrees that BUF has no property right or interest whatsoever in any Customer List. BUF 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 BUF shall keep in confidence and trust all Customer Lists. BUF further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and BUF 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.)

(e) BUF shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. BUF shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. BUF 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 BUF from time to time. BUF shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of BUF who need such access to perform their duties for BUF. In view of the confidential nature of the Customer List, BUF warrants that BUF 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.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by BUF 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 Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, BUF agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by BUF and/or its employees, volunteers, agents or representatives of this Section, 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 Section 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.

(g) In the event BUF 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, BUF 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.

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

(b) The obligations in Sections 6, 8, 11(c), 11(d) and 13 (except MBNA America's obligation to provide BUF with a Customer List) shall survive the termination or expiration of this Agreement.

7. The provisions of Schedule A of the Agreement are hereby amended in their entirety to read as set forth in Exhibit #1

8. The provisions of Schedule B of the Agreement are hereby amended in their entirety to read as set forth in Exhibit #2.

9. In addition to BUF's obligations under the Agreement to exclusively endorse the Program, BUF agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

10. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for the solicitation of credit card account applications. BUF shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of BUF for such gifts or premiums. BUF agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to BUF's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to BUF.

11. 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.

**BLOOMSBURG UNIVERSITY
FOUNDATION, INC.**

By: *Victoria H. Mikalik*

Name: Victoria H. Mikalik

Title: Foundation Chair

Date: Feb. 11, 2005

MBNA AMERICA BANK, N.A.

By: *Thomas W. Brookes*

Name: Thomas W. Brookes

Title: Senior EVP

Date: 3/10/05

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. CONSUMER CREDIT CARD ACCOUNTS

1. There is no annual fee.
2. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. REWARD ENHANCEMENT

“Reward Enhancement” means the Loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.

C. GOLD RESERVE ACCOUNTS

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

1. There is no annual fee.
2. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
3. The customer may request more checks from MBNA America on a periodic basis.

D. GOLD OPTION ACCOUNTS

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

1. There is no annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers' needs.

ATTACHMENT #2

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BUF 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each consumer 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 consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer 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)).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B notwithstanding any other provision of this Agreement.

1. \$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.
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 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.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

E. ROYALTY ADVANCES.

1. Within forty five (45) days after each of: (i) the full execution of this Addendum; and (ii) each of January 1, 2006, January 1, 2007, January 1, 2008 and January 1, 2009, MBNA America shall pay to BUF the sum of One Hundred Forty Thousand Dollars (\$140,000) (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 BUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BUF as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to BUF hereunder, and (y) BUF 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 (v) below should occur:

- (i) the Agreement is terminated prior to December 31, 2009;
- (ii) BUF breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to BUF in prior years, and pays BUF Royalties accrued by BUF 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.

F. ROYALTY GUARANTEE.

BUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Seven Hundred Thousand (\$700,000) (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 BUF has not accrued \$700,000 in Royalties, MBNA America will pay BUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BUF 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.1., above.

FIA Card Services, GA9-080-02-02
210 Town Park Drive
P.O. Box 4899
Kennesaw, GA 30144

800.446.7042
Fax: 678.797.7575

Via Overnight Delivery

September 8, 2011

Mr. Anthony M. Ianiero
Executive Director
Bloomsburg University Foundation, Inc.
400 East 2nd Street
Bloomsburg, Pennsylvania 17815-1301

Dear Mr. Ianiero:

I am writing to inform you that following a comprehensive review of the Bloomsburg University Foundation, Inc. credit card program, FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("FIA") has decided not to renew our Agreement entered into as of December 20, 1994, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 12(f) of the Agreement and Section 2 of the Addendum entered into as of February 10, 2005.

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

We have appreciated your endorsement.

Sincerely,



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