

**Bowling Green State University Alumni Association**  
**AFFINITY AGREEMENT**

This Agreement is entered into as of this 5<sup>th</sup> day of April, 2002 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and Bowling Green State University Alumni Association, a non-profit association having its principal place of business in Bowling Green, Ohio ("BGAA"), for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C and Attachments #1 #2, and #3.
- (b) "BGAA Affiliate" means any entity which, directly or indirectly, is owned or controlled by BGAA.
- (c) "BGAA Trademark" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned or acquired by BGAA or any BGAA Affiliate during the term of this Agreement, but expressly excludes the University Trademarks.
- (d) "BiG Charge" is the University's identification card program, some of the current features which are described on **Attachment #1**, which is provided by the University solely to students, faculty, staff, and departments of the University and which currently includes a meal plan debit card feature and a charge card feature and a separate charge card feature, and any successor or replacement program provided by the University with debit, stored value or charge card features.
- (e) "Credit Card Account" means a credit card account opened by a University Member or a Non-Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a credit card account opened through an application for a credit card account that is coded by MBNA America as a student application.
- (f) "Customer" means any Member who is a participant in the Program.
- (g) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, long distance calling card program, and travel and entertainment card program. This definition shall not include: (i) BiG Charge provided the University is the issuer of such program, Big Charge does not include a credit card feature, and Big Charge does not utilize any Visa, MasterCard or other national payment association (or any trademarks

thereof); (ii) any business purchasing card program that is issued solely to faculty, staff and University departments for business expenses; or (iii) loan programs for Student Members of which the University is the lender or creditor, such as tuition and fee payment plans provided such loan program does not include a credit card feature or a charge card feature, and such loan program does not utilize any Visa, MasterCard or other national payment association (or any trademarks thereof); or (iv) deposit programs for Student Members of which the University is the depository.

(h) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America and approved by BGAA) containing names, postal addresses and, when available, telephone numbers of University Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics, provided, however, that "Mailing List" shall exclude the name and/or related information regarding any person who has expressly requested that BGAA not provide his/her personal information to third parties.

(i) "MBNA Affiliate" means a subsidiary or an entity controlling, controlled by, or under common control with MBNA America.

(j) "Member" means a University Member, a Non-Member or a Student Member. "University Member" means a graduate student of the University, a senior who is scheduled to graduate at the end of the then current semester, parents of University students, alumni of the University, a non-alumnus/alumnae member of BGAA (which includes exclusively former students who earned at least one academic year of credit hours at the University), friends of BGAA who have requested to be on a BGAA mailing list, and faculty and staff of the University, and/or other potential participants mutually agreed to by BGAA and MBNA America. "Non-Member" means any, fans, ticket holders, donors and contributors of any University athletic team or athletic department. "Student Member" means an undergraduate student of the University and/or other potential participants mutually agreed to by BGAA and MBNA America.

(k) "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.

(l) "Royalties" means the compensation set forth in **Schedule B**.

(m) "Trademarks" means the BGAA Trademarks and the University Trademarks.

(n) "Group Incentive Program" or "GIP" means any marketing or other program whereby BGAA, as opposed to MBNA, conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(o) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which BGAA complies with the GIP provisions of this Agreement.

(p) "University" means Bowling Green State University and any office or department of, or affiliated or associated with, Bowling Green State University, including but not limited to the athletic department and the office of student affairs of Bowling Green State University.

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

## 2. RIGHTS AND RESPONSIBILITIES OF BGAA

(a) Except as expressly provided in Section 2(b) below, BGAA agrees that during the term of this Agreement it shall, and it shall cause any BGAA Affiliate and the University to, endorse the Program exclusively and that BGAA, any BGAA Affiliate, and the University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, develop, or market any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America.

(b) Notwithstanding anything else in this Agreement to the contrary, BGAA and the University may: (i) accept print advertising from any financial institution; and (ii) permit other financial institutions to operate on the campus of the University, through customer service offices, automated teller machines, or the like, and to promote their presence and service offerings consistent with the promotion of the presence and service offerings of other third parties on the University's campus, provided that the print advertisement, the Financial Service Products offered by such financial institutions and/or third parties and the advertisements and solicitations for such financial institution or Financial Service Products: (x) do not contain an express or implied endorsement by BGAA or the University; (y) do not utilize or bear a Trademark; and/or (z) BGAA shall not provide Mailing Lists to any financial institution or third party (other than MBNA America) for the purpose of enabling such financial institution or third party to solicit Members for Financial Service Products. In addition, BGAA or the University may accept sponsorship, donations or contributions from any financial institution, in cash or in kind, and recognize such sponsorship, donations and contributions in a manner consistent with its recognition of other sponsors, donors and contributors provided that such recognition does not include an express endorsement of the financial institution's credit card program or charge card program.

(c) BGAA agrees to provide MBNA America with such information as may be reasonably requested by MBNA America in connection with the Program.

(d) BGAA authorizes MBNA America to solicit: (i) University Members by mail, direct promotion, internet (but not internet e-mail) advertisements and/or telephone for participation in the Program; (ii) Non-Members and Student Members for participation in the Program in accordance with the provisions of **Attachment #2**.

(e) In order to protect the goodwill associated with the BGAA Trademarks and the University Trademarks, BGAA shall have the right of prior written approval of all Program advertising and solicitation materials to be used by MBNA America which contain: (i) a Trademark; or (ii) the name of BGAA or Bowling Green State University (other than those generic advertising and solicitation materials that MBNA America periodically sends to its cardholders to encourage activation and usage of the credit card account, which may or may not utilize the name of BGAA or Bowling Green State University), which such approval shall not be unreasonably withheld or delayed. MBNA America shall not distribute such Program advertising and solicitation materials until such approval has been obtained from BGAA. If, because of a change to the Trademarks, BGAA expressly requests MBNA America to discontinue the use of any existing inventory of credit devices, marketing, solicitation or promotional materials for the Program (the "MBNA Marketing Materials") or to reissue new credit cards, then BGAA shall reimburse MBNA the expenses reasonably incurred by MBNA America in reissuing new credit cards and producing and destroying such MBNA Marketing Materials. If BGAA fails to reimburse such expenses then MBNA America may offset the expense against Royalties due BGAA.

(f) Upon the written request (e.g., via letter, e-mail, facsimile) of MBNA America, but no more than four (4) times per calendar year, BGAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by BGAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due BGAA. BGAA shall provide the initial Mailing List, containing at least one hundred thousand (100,000) non-duplicate names with corresponding, postal addresses as currently reflected in BGAA's records and, when available, telephone numbers of University Members as soon as possible but no later than thirty (30) days after BGAA's execution of this Agreement.

(g) BGAA shall, and shall cause any BGAA Affiliates to, 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 BGAA. Notwithstanding the above, BGAA may, but shall not be required to, respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are consistent with the then-current materials provided by MBNA America to BGAA. Any correspondence received by BGAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 2 business days of receipt. All charges incurred for this service will be paid by MBNA America.

(h) BGAA hereby grants MBNA America and its affiliates a limited, non-exclusive license to use the University Trademarks depicted on **Attachment #3** and the BGAA Trademarks solely in conjunction with the Program, including the promotion thereof and in no other way. **Attachment #3** shall be deemed automatically amended without further action of the parties to include any additional University design, image, visual representation, logo, service mark, trade dress, trade name, or trademark which BGAA approves in writing for use by MBNA America in connection with the Program, and any intellectual property developed as a successor or replacement of, or as a modification to, any University Trademark. This license shall be transferred only upon the permitted assignment of this Agreement as provided for in Section 12(g). 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 BGAA or the University by operation of law or otherwise to any permitted successor, corporation, organization or individual. BGAA shall provide MBNA America all Trademark production materials (e.g., camera ready art or electronic art) required by MBNA America for the Program, as soon as possible but not later than thirty (30) days after BGAA's execution of this Agreement. Nothing stated in this Agreement prohibits BGAA 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. MBNA America shall not alter, modify, dilute, or otherwise misuse any of the Trademarks. BGAA's written approval in accordance with Section 2(e) is conclusive evidence that MBNA America has not altered, modified, diluted or otherwise misused any of the Trademarks, provided that MBNA America's use of the Trademarks does not deviate from what BGAA had approved. MBNA America shall not grant sublicenses or other rights of use of any of the Trademarks without the University's prior written consent. This license shall terminate upon the termination of this Agreement for any reasons. Upon the termination of this Agreement, MBNA shall cease using the Trademarks except as provided for in Section 9(d). In no event shall MBNA America claim or assert any ownership interest in, or contest the validity of, any of the Trademarks.

(i) BGAA shall, and shall cause the University to provide to MBNA America the sponsorship and marketing opportunities listed on **Attachment #2**, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). Such marketing and sponsorship opportunities shall constitute MBNA's only access to Non-Members which is sanctioned by BGAA and the University unless additional access to Non-Members and Student Members is mutually agreed to in writing by the parties.

(j) BGAA shall refer to the Program on prominent locations within the internet site of BGAA. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle BGAA to the GIP compensation set forth in **Schedule B**, subject to the other terms and conditions of this Agreement. BGAA shall modify or remove such references within three business days of MBNA America's request.

(k) BGAA agrees that each year during the term of this Agreement it will use Fifteen Thousand Dollars (\$15,000.00) of each of the Advances for a scholarship to the University.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall be solely responsible for the design, development and administration of the Program for the Members.

(b) Subject to BGAA's approval rights provided for in Section 2(e) above, 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 BGAA.

(c) Except as otherwise provided for in this Agreement, MBNA America shall bear all costs related to the Program, including, but not limited to, costs associated with 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 BGAA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement solely and exclusively as provided for in this Agreement and in no other manner or no other purpose and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall hold the Mailing Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Mailing List. Notwithstanding the foregoing, MBNA America may (i) make backup copies of the Mailing List as necessary for it to exercise its rights and perform its obligations under this Agreement; and (ii) provide the Mailing Lists to third party contractors and/or affiliates for marketing and account servicing purposes related to the Program under confidentiality and use restrictions similar to those imposed upon MBNA America in this Agreement. 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 BGAA. 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 shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by BGAA.

(f) MBNA America agrees that it shall comply with all applicable legal requirements of governmental authorities concerning the Program and this Agreement, including, without limitation, those concerning fair credit reporting and fair debt collection practices. The parties agree that MBNA America's failure to comply with such

applicable legal requirements of governmental authorities is not a material breach under this Agreement unless such failure to comply materially impacts the Program.

4. REPRESENTATIONS AND WARRANTIES

(a) BGAA 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 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) BGAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that:

(i) it has the right and power to license the BGAA Trademarks and to sublicense the University Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program;

(ii) there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products; and

(iii) the negotiating, execution and delivery of this Agreement by BGAA will not constitute a breach of any other agreement.

(c) BGAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fee), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to BGAA. Royalties will not be paid without a completed **Schedule C** (W-9 Form and EFT Form). Except as otherwise provided in **Schedule B**, payment of Royalties then due shall be made approximately forty-five (45) days and in any event within sixty (60) days after the end of each calendar quarter.

(b) On or before the forty-fifty (45<sup>th</sup>) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide BGAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

(c) Upon the written request of BGAA, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide BGAA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due BGAA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at BGAA's expense, if BGAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder. If BGAA so requests such accountants' certification, and if the accountants' certification results in a finding that Royalties have been underpaid by more than three percent (3%) of what the accountants' findings determine that MBNA America should have paid BGAA during the period reviewed by the accountants, then MBNA America will reimburse BGAA for the expense of obtaining the accountants' certification.

6. 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.

7. CONFIDENTIALITY OF AGREEMENT

To the extent permitted by law, the terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and BGAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority. Notwithstanding the foregoing, if BGAA receives a request to disclose Information pursuant to the Ohio Public Records Act, R.C. §149.43 or other similar act, law, or regulation (including, but not limited to, any freedom of information act, open records law or sunshine law), BGAA shall immediately notify MBNA America of the existence, terms and circumstances surrounding such request.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 1, 2008. This Agreement will automatically extend at the end of the initial term or any renewal term for successive six-month 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.

9. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or BGAA, 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 BGAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to

receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(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 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 the limited right of approval as provided in the next sentence, of any notice in connection with, relating or referring to the termination of this Agreement communicated by BGAA to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could reasonably be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Upon termination of this Agreement, BGAA shall not attempt to cause the removal of BGAA'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) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, BGAA nor any BGAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, BGAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the BGAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

#### 10. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by BGAA pursuant to any GIP. In that regard, BGAA shall give MBNA America 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 BGAA to the 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 BGAA 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, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by BGAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

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

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

#### 11. CUSTOMER LIST

(a) 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 BGAA 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 BGAA, and may restrict any use by BGAA of any Customer List or Customer Information which is provided by MBNA America to BGAA, 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) BGAA shall return to MBNA America each Customer List, in the same form as received by BGAA within sixty (60) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, BGAA 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 BGAA 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 BGAA. A violation of this Agreement 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.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. BGAA expressly acknowledges and agrees that BGAA has no property right or interest whatsoever in any Customer List. BGAA 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 BGAA shall keep in confidence and trust all Customer Lists. BGAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and BGAA 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) BGAA shall have no authority to use the Customer List except to identify which of its Members have expressed interest in BGAA as long as Members who are not Customers who have expressed interest in BGAA are similarly flagged or as expressly permitted by MBNA America in a separate writing. BGAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. BGAA 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 BGAA from time to time. BGAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of BGAA who need such access to perform their duties for BGAA. In view of the confidential nature of the Customer List, BGAA warrants that BGAA 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 Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by BGAA 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 Agreement, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, BGAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by BGAA and/or its employees, volunteers, agents or representatives of this Agreement, 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 Agreement 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 BGAA 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, BGAA 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.

## 12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The representations, warranties and obligations in Sections 4(b), and Sections 4(c), 7, 9(c), 9(d), 9(f), and Section 11 (except MBNA America's obligation to provide BGAA with a Customer List) 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 BGAA:

Bowling Green State University Alumni Association  
Mercer Road/Alumni Drive  
Attn: Director of Alumni Affairs  
Mileti Alumni Center  
Bowling Green, OH 43403

Fax: 419-372-7697

(2) If to MBNA America:

MBNA America Bank, N.A.  
Rodney Square  
Wilmington, DE 19884

Attn: Director of National Sales

Fax: 302-432-0261

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

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

(i) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or

(ii) to any MBNA Affiliate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through 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. MBNA America shall assure that all of MBNA America affiliates that perform services for MBNA America under this Agreement are aware of and comply with the restrictions and limitations imposed upon MBNA America under this Agreement and such restrictions and limitations shall apply equally to each such MBNA America affiliate. MBNA America shall be responsible for the performance of all such third parties in fulfilling its obligations under this Agreement.

(h) MBNA America and BGAA 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 BGAA 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 or other labor disputes, 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.

BOWLING GREEN STATE UNIVERSITY  
ALUMNI ASSOCIATION

By Mariann B. Reinke

Name: Mariann B. Reinke

Title: Associate Vice President and  
Director of Alumni Affairs

Date: 4/10/02

MBNA AMERICA BANK, N.A.

By W. P. Morrison

Name: William P. Morrison

Title: Division President

Date: 5/14/02

## SCHEDULE A

### TERMS AND FEATURES

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

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Credit Card Accounts (other than Student Credit Card Accounts) the current annual percentage rate will be a fixed rate of 11.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

#### B. BUSINESS CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a Platinum Plus for Business account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select BGAA Customers and/or Members at its own discretion.
2. The current Annual Percentage Rate for Business-Card Credit Card Accounts is a fixed rate of 12.99%.

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 for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

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. The current annual percentage rate is as low as 12.99%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BGAA 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 of which MBNA America has given BGAA prior written notice:

#### 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 and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each 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 (other than 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)).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer 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)).

#### B. BUSINESS CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of **Schedule B**, Section G hereof.

0.20% (two-tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

E. DEPOSIT ACCOUNTS

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

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

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

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

F. GIP Accounts

\$35.00 (thirty-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.

G. ROYALTY ADVANCE

1. Upon the earlier of: (1) the completion of the first full marketing campaign (as defined herein) by MBNA America; or (2) June 30, 2002, MBNA America shall pay to BGAA the sum of two hundred fifteen thousand dollars (\$215,000.00) and upon each annual anniversary of the Effective Date during the initial term of this Agreement MBNA America shall pay to BGAA the sum of one hundred sixty-five thousand dollars (\$165,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties earned shall, in lieu of direct payment to BGAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BGAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to BGAA hereunder, and (y) BGAA 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 earned 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 (vi) below should occur:

- (i) the Agreement is terminated prior to June 1, 2008;
- (ii) BGAA breaches any of its obligations under this Agreement; which is not cured within any applicable cure periods and which results in the termination of this Agreement by MBNA America, provided; however, that MBNA America shall not be obligated to pay any Advance if at the time the Advance is due, BGAA is in breach of any of its obligations under this Agreement, which has not been cured at such time.
- (iii) BGAA or the University prohibits or otherwise prevents MBNA America 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) BGAA or the University prohibits or otherwise prevents MBNA America from conducting at least four (4) 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 by BGAA or the University from conducting the on-campus promotion campaigns (e.g., tabling and postering) described on **Attachment #2** each consecutive twelve-month period during the term of the Agreement; and
- (vi) the University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

3. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List or a telemarketing campaign using the full updated Mailing List.

ATTACHMENT #2

- I. In accordance with Section 2(b) of this Agreement, BGAA shall, or shall cause the University to provide the following to MBNA America at no additional cost.
- (a) When conducting direct promotion events, MBNA may have as many as two (2) direct promotion locations at home football games (each a "Location") within the athletic facility holding the game or athletic event. The Locations shall be at prominent locations to be determined by BGAA.
  - (b) Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
  - (c) Four (4) parking permits/passes in lots designated by the University for each game at which MBNA America will be conducting direct promotion events.
  - (d) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
  - (e) MBNA America shall be permitted and required to set up each Location at least two-and-one-half (2-1/2) hours before football games.
  - (f) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and BGAA and both parties agree to be reasonable.
  - (g) Subject to obtaining the prior written approval of BGAA, which it may grant or withhold in its sole discretion, MBNA America may place Trademarks on gifts for individuals completing applications and on other premium items.

**REWARDS ADDENDUM  
TO THE BOWLING GREEN STATE UNIVERSITY ALUMNI ASSOCIATION  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 24<sup>th</sup> day of Nov., 2002, by and between Bowling Green State University Alumni Association ("BGAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BGAA 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 BGAA; and

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

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

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

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

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

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

BOWLING GREEN STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Mariann B Resnik  
Name: Mariann B Resnik  
Title: Director of Alumni Affairs  
Date: 10/17/02

By: Michael Durrell  
Name: Michael Durrell  
Title: SEVP  
Date: 11/20/02

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. \$0 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 11.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

### II. Reward Credit Card Account Royalties

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

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

**ADDENDUM TO THE  
BOWLING GREEN STATE UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of August 2005 (the "Addendum Effective Date") by and between Bowling Green State University Alumni Association ("BGSUAA"), a non-profit association having its principal place of business in Bowling Green, Ohio and MBNA America Bank, N.A. ("MBNA America"), a national banking association having its principal place of business in Wilmington, Delaware for themselves and their respective successors and assigns.

WHEREAS, BGSUAA and MBNA America are parties to an Affinity Agreement, as the same was amended by a Rewards Addendum dated November 20, 2002 (the Affinity Agreement together with the Rewards Addendum collectively referred to hereinafter as the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of BGSUAA; and

WHEREAS, BGSUAA and MBNA America mutually desire to amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BGSUAA 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. Section G of Schedule B of the Agreement is hereby deleted in its entirety and replaced with the following new Section G:

**"G. ROYALTY ADVANCE**

1. The parties hereby agree that as of the Addendum Effective Date MBNA America has paid BGSUAA the sum of Five Hundred Forty-Five Thousand Dollars (\$545,000) under this Agreement as advances against future Royalties (such advances collectively referred to hereinafter as an "Advance").
2. Within forty-five (45) days after each of the following dates, MBNA America will pay to BGSUAA the following corresponding amounts:

<u>Date</u>	<u>Advance Amount</u>
Date after the Addendum Effective Date in which MBNA America receives a full updated Mailing List	\$132,500
April 5, 2006	\$132,500
April 5, 2007	\$132,500
April 5, 2008	\$132,500

(each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties earned during the initial term of this Agreement shall, in lieu of direct payment to BGSUAA, be applied against each Advance (including, for the avoidance of doubt, the Advance referred to in Subsection 1, above) until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BGSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to BGSUAA hereunder, and (y) BGSUAA hereby promises to pay

MBNA America, upon demand an amount equal to the difference between the total amount of the Advances paid by MBNA America and the total amount of earned Royalties credited by MBNA America against such Advances as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) this Agreement is terminated prior to June 1, 2008;
- (ii) BGSUAA breaches any of its obligations under this Agreement, which is not cured within any applicable cure periods, and which results in the termination of this Agreement by MBNA America; provided, however, that MBNA America shall not be obligated to pay any Advance if at the time the Advance is due BGSUAA is in breach of any of its obligations under this Agreement, which has not been cured at such time;
- (iii) BGSUAA or the University prohibits or otherwise prevents MBNA America from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the initial term of this Agreement;
- (iv) BGSUAA or the University prohibits or otherwise prevents MBNA America from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the initial term of this Agreement;
- (v) BGSUAA or the University prohibits or otherwise prevents MBNA America from conducting the on-campus promotion campaigns (e.g., tabling and poster) described on **Attachment #2** during each consecutive twelve month period during the initial term of this Agreement;
- (vi) the University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

3. Section 2(k) of the Agreement is hereby deleted in its entirety.

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

**BOWLING GREEN STATE UNIVERSITY  
ALUMNI ASSOCIATION**

**MBNA AMERICA BANK, N.A.**

By: Mariann B. Reinke

Name: Mariann B. Reinke

Title: Associate Vice President for  
Advancement and  
Director of Alumni Affairs

By: Thomas W. Brooks

Name: Thomas W. Brooks

Title: Senior EVP

8/19/05

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of June, 2008 (the "Addendum Effective Date") by and between Bowling Green State University Alumni Association ("BGAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, BGAA and Bank are parties to an Affinity Agreement dated as of April 1, 2002 as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of BGAA; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on May 31, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definition is hereby revised to read in its entirety as follows:

**"Reward Enhancement"** means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.
4. The following definitions are hereby added to Section 1 of the Agreement:

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

**"Business Rewards Enhancement"** means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Rewards Accounts. The Business Rewards Enhancement may be marketed under another name as determined by Bank from time to time, in its sole discretion.

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

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

**"Reward GIP Account"** means a Reward Credit Card Account opened pursuant to a GIP in which BGAA complies with the GIP provisions of the Agreement

5. Section 3 of the Agreement is hereby amended by adding the following new subsection (g):

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

6. Schedule B of the Agreement and Attachment #1 of the Rewards Addendum dated as of November 20, 2002 are hereby deleted in their entireties and replaced with a new Schedule B as set forth on Attachment #1 hereto.

7. If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimus adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify BGAA in writing of Bank’s desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty business days after BGAA’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to BGAA, upon ninety days advance written notice.

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. 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.

**BOWLING GREEN STATE UNIVERSITY  
ALUMNI ASSOCIATION**

By: M. Cotten Kelly  
Name: Monique Cotten Kelly  
Title: Director, Alumni Affairs

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

By:   
Name: DAVID BOONE  
Title: SVP

ATTACHMENT #1  
SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. 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 Credit Card Account that: 1) has a balance greater than zero as of the last processing 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 (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (other than 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$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 (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. BUSINESS CREDIT CARD ACCOUNTS

Business 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 Business Credit Card Accounts will not apply to Business Credit Card Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

#### 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 that 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 that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any 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 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 (12) 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 request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### D. BUSINESS REWARDS ACCOUNTS

Business Rewards 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 Business Credit Card Accounts will not apply to Business Rewards Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are

quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

E. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging 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 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 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 Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$10.00 (ten dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) 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 twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that 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 twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

E. DEPOSIT ACCOUNTS

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

F. ROYALTY ADVANCES

1. Within forty five (45) days of the Addendum Effective Date of this Addendum, and within forty five (45) days of each annual anniversary of the Addendum Effective Date in 2009, 2010, 2011, and 2012, Bank shall pay to BGAA the sum of eighty thousand dollars (\$80,000) (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 BGAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BGAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to BGAA hereunder, and (y) BGAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to May 31, 2013;
- (ii) BGAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List (including student and alumni Members) during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Marketing List (including student and alumni Members) during each consecutive twelve (12) month period during the term of the Agreement;

(v) Bank is prohibited or otherwise prevented from conducting at least two (2) e-mail campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of the Agreement; and

(vi) Bank shall not be prohibited from conducting promotion campaigns on campus during each consecutive twelve (12) month period during the term of the Agreement.

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

G. ROYALTY GUARANTEE

BGAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than four hundred thousand dollars (\$400,000) (the "Guarantee Amount") by May 31, 2013, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement BGAA has not accrued \$400,000 in Royalties, Bank will pay BGAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BGAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.