

**BUCKNELL UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement shall be effective upon the earlier of (i) June 2002, or (ii) the termination of BUCKNELL UNIVERSITY'S existing agreement with First USA Bank, N.A., (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 BUCKNELL UNIVERSITY ALUMNI ASSOCIATION, organized and operating under the authority of Bucknell University, non-profit educational institution having its principal place of business at 90 University Avenue, Lewisburg, Pennsylvania ("BUAA") 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.
- (b) "Credit Card Account" means a credit card account opened by a 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 coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application. A "Plus Rewards Credit Card Account" is a Credit Card Account carrying the Plus Rewards enhancement.
- (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, business card programs and travel and entertainment credit or charge card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby BUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which BUAA complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means: (i) an undergraduate or graduate student of BUCKNELL UNIVERSITY (each a "Student Member"); and (ii), alumni of BUCKNELL UNIVERSITY, a member of the Alumni Association and such parents, friends, faculty and staff of the University,

fans, ticket holders, donors and contributors of any University athletic team or athletic department as are mutually agreed to by the Alumni Association and MBNA America (each an "Alumni Member").

- (i) "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.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by BUAA during the term of this Agreement.
- (l) "BUAA Affiliate" means any entity controlled by BUAA.

2. RIGHTS AND RESPONSIBILITIES OF BUAA

- (a) BUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither BUAA nor any BUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, 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; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (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. Notwithstanding anything else in this Agreement to the contrary, BUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by BUAA of said financial institution or the advertised Financial Service Product.
- (b) BUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) Pursuant to 2(d), BUAA authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements, and when available, telephone for participation in the Program. Telephone solicitation shall not begin without the written authorization of BUAA and shall be limited to Alumni less than ten (10) years after graduation.
- (d) BUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used in the solicitation of Members by MBNA America, which contain BUAA's Trademark; such approval shall not be unreasonably withheld or delayed. It is understood that all solicitation of Members for products or services hereunder, whether by MBNA America or its affiliates and assigns, shall be pre-approved by BUAA, which approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards at BUAA's request), MBNA America

may deduct such costs from Royalties due BUAA. Any such cost to be incurred by MBNA America shall be submitted to BUAA prior to said reissuance for BUAA's approval. In the event such costs exceed Royalties then due BUAA, BUAA shall promptly reimburse MBNA America for all such costs.

(e) Up to three (3) times per year and upon the request of MBNA America, BUAA shall provide MBNA America with the Mailing List free of any charge; provided, however, that BUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that BUAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by BUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due BUAA. BUAA shall provide the initial Mailing List, containing at least forty thousand (40,000) non-duplicate alumni names (of persons at least eighteen years of age) and at least three thousand (3,000) non-duplicate student names (of persons at least eighteen years of age) as well as additional names of donors and parents of students (if such donors and parents of students have been mutually agreed to by MBNA America and BUAA), with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement.

(f) BUAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to BUAA. Notwithstanding the above, BUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to BUAA. Any correspondence received by BUAA 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 one (1) business day. All charges incurred for this service will be paid by MBNA America.

(g) BUAA 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 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. BUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement. Nothing stated in this Agreement prohibits BUAA 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) BUAA shall permit MBNA America to advertise the Program on its home page and at other locations within the internet site of BUAA, so long as is permissible under IRS tax regulations. 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 Account

generated pursuant to such a "hot-link" shall entitle BUAA to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. BUAA shall modify or remove such advertisements within one (1) business day of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) Pursuant to 2(d), 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 BUAA.
- (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 BUAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of BUAA. 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 BUAA.

4. REPRESENTATIONS AND WARRANTIES

- (a) BUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing as an association organized and operating under the authority of Bucknell University.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement as an association organized and operating under the authority of Bucknell University.
 - (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) BUAA 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 and to provide the Mailing List(s) to MBNA America for the promotion of the Program. BUAA 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' fees), 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 BUAA. 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 after the end of each calendar quarter. Plus Rewards Credit Card Accounts shall generate solely the Royalties specified in Schedule B, Section B hereof.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide BUAA 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.

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

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 BUAA 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 BUAA receives a request to disclose Information pursuant to a Freedom of Information Act, Open Records Act, sunshine law or similar law or regulation then BUAA agrees to: (x) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (y) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (z) if disclosure of such Information 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 Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end five (5) full calendar years later. 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 ninety (90) days prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or BUAA, 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 BUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or BUAA or MBNA America 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 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by BUAA or any BUAA Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, BUAA shall not attempt to cause the removal of BUAA'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 or the end of the Recoupment Period (as defined below), whichever is later.

(e) Notwithstanding anything else in this Section 10, after termination of the Agreement, but not more than three (3) years after expiration of this Agreement and any renewals during that three (3) year period shall not extend the use of the trademark beyond six (6) years from the expiration of this Agreement. MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped any payments previously made to BUAA which are subject to recoupment under the Agreement ("Recoupment Period").

(f) In the event that a 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 of the burden imposed as a result of such change.

(g) For a one (1) year period following the termination of this Agreement for any reason, BUAA agrees that neither BUAA nor any BUAA 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, BUAA 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 BUAA 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.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(g) 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 BUAA:

BUCKNELL UNIVERSITY ALUMNI ASSOCIATION
90 University Avenue
Lewisburg, Pennsylvania 17837

ATTENTION: Mr. David D. Flinchbaugh
Director

Fax #: 570-577-3664

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Mr. William P. Morrison
Division President

Fax #: 302-432-0805

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. 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 use its best efforts to notify BUAA upon the change of any service provider connected with direct contact with BUAA Members.

(h) MBNA America and BUAA 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 BUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

(l) To the extent that additional enhancements offered by MBNA America are made available to other MBNA America endorsed university credit card programs of similar size, demographics, compensation, performance (e.g., delinquency and marketing response rate), and characteristics as BUAA that are in the same business development sector which includes colleges or universities of similar size and demographics as BUAA, MBNA America shall (i) consider BUAA for such additions or features, and if commercially reasonable (ii) make such additions or features available in soliciting Members for new credit card accounts. Examples of such include travel reward enhancements. Notwithstanding the above, if BUAA inquires about MBNA America's compliance with this Section, BUAA agrees that it shall not have the right, under any circumstances whatsoever, to receive any specific information about any other MBNA America card program except to the extent publicly available.

12. 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 BUAA pursuant to any GIP. In that regard, BUAA 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 BUAA 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 BUAA 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 BUAA 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 BUAA pursuant to any GIP shall be deducted from any or all Royalty payments due BUAA under this Agreement.

(e) BUAA 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.

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

BUCKNELL UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *David D. Flinchbaugh*

By: *Michael Rhodes*

Name: David D. Flinchbaugh

Name: ~~William P. Morrison~~ Michael Rhodes

Title: Director, Office of Alumni

Title: ~~Division President~~ Sr. Vice Chairman

Date: Parents & Volunteers
4/1/02

Date: May 24, 2002

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni 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. PLUS REWARDS CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate will be a fixed rate of 11.99%.

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 17.90%.

D. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 12.99%.

E. BUSINESSCARD 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 Account program.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BUCKNELL UNIVERSITY ALUMNI ASSOCIATION a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened (except a Plus Rewards Credit Card Account) which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Credit Card Account (except a Plus Rewards 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Credit Card Account (except a Plus Rewards Credit Card Account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last Business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (except a Plus Rewards Credit Card Account and 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 Student Credit Card Account (except a Plus Rewards Credit Card Account and 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. PLUS REWARDS CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Rewards Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Rewards Credit Card Account.
2. \$1.00 (one dollar) for each Plus Rewards Credit Card Account which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Rewards Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Rewards Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Rewards Credit Card Account may renew every twelve (12) months after the opening of the account.
3. .25% (one quarter 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)).

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. BUSINESSCARD CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provision 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 Account Royalties accrued hereunder shall be treated as Royalties for purposes of Schedule B, 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 transaction, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips.))

G. GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account opened, which remains open for 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.

H. ROYALTY ADVANCE

1. On November 15, 2002, MBNA America shall pay BUAA the sum one hundred seventy-five thousand dollars (\$175,000), as an advance against future Royalties, subject to the provisions set forth below, of which twenty-five thousand dollars (\$25,000) will be paid to BUAA within forty-five (45) days from the date this Agreement is signed. On November 15, 2003, MBNA America shall pay BUAA the sum of one hundred fifty thousand dollars (\$150,000), as an advance against future Royalties, subject to the provisions set forth below. On November 15, 2004, MBNA America shall pay BUAA the sum of one hundred fifty thousand dollars (\$150,000), as an advance against future Royalties, subject to the provisions set forth below. On November 15, 2005, MBNA America shall pay BUAA the sum of one hundred fifty thousand dollars (\$150,000), as an advance against future Royalties, subject to the provisions set forth below. On November 15, 2006, MBNA America shall pay BUAA the sum of one hundred fifty thousand dollars (\$150,000), for a total advance of seven hundred seventy-five thousand dollars (\$775,000), subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to BUAA as set forth in this Agreement. Notwithstanding the foregoing, BUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, only in the event any of the conditions set forth in clauses (i) through (v) below should occur:

- (i) The Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date. If such termination is caused by a material breach of MBNA America, BUAA shall be entitled to retain all Royalty Advances paid prior hereto;
- (ii) BUAA breaches any of its obligations under this Agreement and fails to cure the breach as provided in Section 10 herein;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four blanket (4) direct mail campaigns to the full updated Alumni Mailing List, as outlined in Section 2(c) during each consecutive twelve-month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented 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; and
- (v) MBNA America is prohibited from conducting six (6) on-campus promotion campaigns (e.g., tabling and postering) at mutually agreed upon major events during each consecutive twelve-month period during the term of the Agreement. MBNA America shall provide marketing material and staff. BUAA shall provide mutually agreed upon locations.

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

I. ROYALTY GUARANTEE

BUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than seven hundred seventy-five thousand dollars (\$775,000) the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth above. 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 [H.1], above.

**TERM EXTENSION ADDENDUM TO THE
BUCKNELL UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of November, 2007, by and between Bucknell University Alumni Association ("BUAA") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("BANK"), for themselves and their respective successors and assigns, and shall become effective on November 1, 2007 (the "Effective Date").

WHEREAS, BUAA and BANK, are parties to that certain Affinity Agreement last dated May 24, 2002, as the same may have been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of BUAA; and,

WHEREAS, BUAA and BANK mutually desire to amend the Agreement 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 agreements contained herein, BUAA 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 October 31, 2012. This Agreement may be renewed upon the same terms and conditions at the end of the current term or any renewal term for successive two-year periods, upon written notice by BUAA of its intention 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. Bank shall have the right to decline such renewal provided written notice is given to BUAA at least forty-five (45) 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 definitions are hereby added to Section 1 of the Agreement as follows:
 - "Deposit Account"** means a consumer deposit account opened pursuant to the Program.
 - "Deposits"** means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.
 - "Emerging Credit Card Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.
 - "Emerging Credit Card GIP Account"** means an Emerging Credit Card Account opened pursuant to a GIP in which BUAA complies with the GIP provisions of this Agreement.
 - "Emerging Credit Card Reward Account"** means an Emerging Credit Card Account carrying the Emerging Credit Card Reward Enhancement and opened pursuant to the Program.

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

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

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

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

4. Section 1(d) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(d):

“Financial Service Products” means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.

5. Section 1(h) of the Agreement is hereby amended by deleting “parents” and “donors” from the definition. Any references in the Agreement to “parents” and/or “donors” are hereby deleted in their entireties.

6. Section 2(a) of the Agreement is hereby amended by adding the following after the last sentence:

“During the term of the Agreement through and including June 30, 2012, BUAA agrees that it shall negotiate solely with Bank in good faith for a further extension of the term hereof. During such time, BUAA shall not negotiate with, enter into an agreement with, or otherwise discuss with any other entity the possibility of entering into an agreement for the creation, development, endorsement or offering (“provision”) of any Financial Service Product by or with such entity. Notwithstanding the foregoing, BUAA may negotiate, beginning July 1, 2012 through and including September 30, 2012 with any entity to provide a Financial Service Product endorsed by BUAA after the effective date of termination of the Agreement. Upon receipt by BUAA of any final, complete, bona fide, legally binding written offer(s), in any form (each, an “Offer”) from any Financial Service Products provider (the “Provider”), and prior to any legally binding acceptance thereof by BUAA, BUAA shall promptly forward each Offer to Bank. Bank shall have fifteen (15) days from the date of its receipt of such Offer to either (x) agree to modify the Agreement to provide BUAA with the endorsed Financial Service Product having the same or substantially the same terms as those contained in the Offer, or (y) to decline to do so. If Bank chooses option (x), then BUAA shall formally reject the Provider’s Offer and promptly enter into an amendment to the Agreement with Bank containing all or substantially all the terms set forth in the Offer with respect to the Financial Service Products and including a term extension of the Agreement beyond October 31, 2012. BUAA agrees that it shall not legally accept any Offer (if otherwise permitted to do so hereunder) until Bank has examined such Offer and made its choice as provided above.”

7. Section 3 of the Agreement is hereby amended by adding the following new Subsection (f):

"Notwithstanding anything contained in the Agreement to the contrary, BUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Financial Services Accounts and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using BUAA's Mailing Lists for Financial Services, market Bank Products (excluding "Financial Services Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless BUAA consents to Bank's use of the Mailing Lists for such purposes. "Financial Services Offers" means any and all Financial Services benefits and features and any and all other products and services that relate to or have a connection with Financial Services (e.g, Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Financial Services or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement"

8. Section 10(g) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10(g):

"For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, BUAA agrees that neither BUAA nor any BUAA Affiliate will, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, debit card, deposits product or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, BUAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program, debit card and deposits program, endorsed by BUAA 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 Bank, or offered any terms or incentives different from that offered to all Members."

9. Effective November 1, 2007, Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B in the form of Attachment #1, attached hereto and made a part hereof.

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

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

**BUCKNELL UNIVERSITY
ALUMNI ASSOCIATION**


By: 

Name: Laura H. Denbow

Title: Executive Director, Alumni
Relations and Career Services

Date: 1.16.08

FIA CARD SERVICES, N.A.

By: 

Name: DAVID BOOTH

Title: SVP

Date: 3.17.08

Attachment #1
SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay BUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for BUAA 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. \$3.00 (three dollars) 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 within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Alumni 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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. 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)).
6. \$75.00 (seventy-five dollars) for each consumer 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. 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. \$3.00 (three dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.25% (twenty-five 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, 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.

C. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy

waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently

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

E. BUSINESSCARD CREDIT CARD ACCOUNTS

BusinessCard 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 BusinessCard Credit Card Accounts.

0.20% (twenty basis points) 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 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).

F. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

G. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

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

H. DEPOSIT ACCOUNTS

Deposits Account Royalties set forth below will not affect any other Royalty compensation provisions contained in the Agreement and the Royalty compensation provisions referencing any other form of Financial Service Products will not apply to Deposits. Deposit Accounts Royalties will not be paid to BUAA on any existing deposit account that is converted to the Program. Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (4), or otherwise.

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 money market deposit accounts opened under the Program.
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 certificate of deposit accounts opened under the Program.
3. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.
4. 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program. Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

I. ROYALTY ADVANCES

1. Within forty-five (45) days of the full execution of this Addendum and upon each annual anniversary of the Effective Date, Bank shall pay to BUAA 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 BUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to BUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to BUAA hereunder, and (y) BUAA 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 October 31, 2012;

- (ii) BUAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) Bank is prohibited or otherwise prevented from conducting at least two (2) email campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (vi) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

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

J. ROYALTY GUARANTEE

BUAA 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 October 31, 2012, subject to the provisions set forth below. If on October 31, 2012, BUAA has not accrued \$400,000 in Royalties, Bank will pay BUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BUAA during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection I.1., above.

K. EXCLUSIVITY PAYMENT

Within forty-five (45) days of the full execution of this Addendum, Bank shall pay to BUAA a one time exclusivity payment ("One-time Payment") of thirty-five thousand dollars (\$35,000) for BUAA's exclusive endorsement of the Program's Financial Service Products.