

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and COLLEGE OF NOTRE DAME OF MARYLAND, an educational institution having its principal place of business in Baltimore, Maryland (hereinafter referred to as "CNDM") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means June 30, 1997 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, and travel and entertainment card services, deposit services and long distance calling card services.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of CNDM plus other participants mutually agreed to by CNDM and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by CNDM during the term of this Agreement.

2. AGREEMENT TO PROVIDE FINANCIAL SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate CNDM with Royalties generated thereby, and CNDM agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF CNDM

(a) CNDM agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. CNDM will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. CNDM further agrees that during the term of this Agreement, no CNDM publication shall carry advertisements for any other Financial Services.

(b) CNDM authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) CNDM shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either CNDM's Trademark or the endorsement of CNDM which shall not be unreasonably withheld or delayed.

(d) CNDM shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by CNDM.

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

(f) CNDM warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. CNDM hereby grants MBNA America a limited, non-exclusive license to use its 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 of any successor corporation or organization as well as any Trademarks used or acquired by CNDM during the term of this Agreement. Nothing stated in this Agreement prohibits CNDM 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 Services.

(g) CNDM shall provide MBNA America with a subscription without charge to any and all CNDM publications.

(h) CNDM shall not allow, permit, license, condone or encourage the solicitation or advertisement of Financial Services by any organization, group or provider of Financial Services, other than MBNA America, on any property owned, leased or operated by CNDM.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of CNDM.

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

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

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to CNDM all Royalties set forth in Schedules A and B, attached and incorporated herein. CNDM shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

CNDM and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by CNDM or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification of the other party.

7. RATE AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall notify CNDM thirty (30) days prior to an adverse adjustment to the terms and features of the program. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as is required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and CNDM expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and CNDM shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a three (3) year period beginning June 30, 1994 until June 30, 1997. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive one-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, at least ninety (90) days but no more than one hundred and eighty (180) days of its intention not to renew.

(b) Schedules A and B are accurate as of June 1, 1994, and MBNA America shall not adjust the rate provisions of these Schedules A and B for ninety (90) days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by CNDM to the Members. Upon termination or expiration of this Agreement, CNDM shall not take action with MBNA America or any other person to cause the removal of CNDM's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach or default of this Agreement by MBNA America or CNDM, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or CNDM becomes insolvent in that its liabilities exceed assets, or is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any licenses granted or Mailing Lists provided under this Agreement shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8 and 9 (c) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to CNDM:

COLLEGE OF NOTRE DAME OF MARYLAND
4701 North Charles Street
Baltimore, Maryland 21210
ATTENTION: Jean Monier, Director of Alumnae Relations

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. Richard K. Struthers, Senior Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) It is agreed and understood that MBNA America and CNDM are not agents, representatives or employees of each other.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than CNDM and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

COLLEGE OF NOTRE DAME OF MARYLAND

Dated this ^{30th} day of
JUNE, 1994

By: D. S. Saugoh
Title: CHIEF FINANCIAL OFFICER

MBNA AMERICA BANK N.A.

Dated this ⁷ day of
July, 1994

By: John L. Morrison
Title: Senior Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

- * There is NO Annual Fee for the first year for the Members.
- * The Annual Fee when applied, is : \$40.00 Gold Credit Card Account
\$20.00 Preferred Credit Card Account
- * The current Annual Percentage Rate for Alumnae Members of CNDM will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
- * The current Annual Percentage Rate for Student Members of CNDM will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

B. GOLD RESERVE ACCOUNTS

- * There is NO Annual Fee for the first year for the Members.
- * Thereafter the Annual Fee, when applied, is \$15.00.
- * The current Annual Percentage Rate is 16.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

C. GOLD OPTION ACCOUNTS

- * There is NO Annual Fee for the Members.
- * The current Annual Percentage Rate is 15.9%.

II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay COLLEGE OF NOTRE DAME OF MARYLAND a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Member of CNDM, which remains open for at least ninety (90) days.
- * \$3.00 for each year a Credit Card Account is renewed by a Member of CNDM, and an Annual fee is paid by Customer.
- * .30 of 1% of all retail purchase transactions made by an Alumnae Member (net refunds and returns).
- * .15 of 1% of all retail purchase transactions made by a Student Member (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS
(OFFERED TO ALUMNI MEMBERS ONLY)

1. \$.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Reserve Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$.50 for each Gold Option Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Option Account active and in good standing throughout the same calendar year. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Option Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- (a) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average ("DMF") seven-day yield.
- (b) Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- (c) Customers may write up to three (3) checks per statement cycle.
- (d) Customers shall receive personalized check free of charge (no charge for reorder and no minimum amount required per check).

II. GOLD CERTIFICATE CD ACCOUNT ("CD")

- (a) The interest rate for the stated term of the CD is guaranteed to stay the same.
- (b) Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- (c) There will be penalties assessed for early withdrawal according to the terms of the CD.
- (d) Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. MMDA AND CD

- (a) All eligible deposits will be insured consistent with FDIC regulations (currently insured to \$100,000 per depositor);
- (b) Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily;
- (c) A minimum deposit of at least \$2,500 is required to establish each account.
- (d) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of CNDM Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of CNDM Members obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

6/1/94

**BUSINESSCARD ADDENDUM TO
THE COLLEGE OF NOTRE DAME OF MARYLAND AGREEMENT**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 21st day of February, 1994, by and between THE COLLEGE OF NOTRE DAME OF MARYLAND ("CNDM") and MBNA AMERICA BANK, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CNDM 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 CNDM; and

WHEREAS, CNDM and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard product ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of CNDM'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 agreements contained herein, CNDM and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, and upon approval of CNDM, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. CNDM agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by CNDM in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, CNDM will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, CNDM shall not take action to cause the removal of CNDM's identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any Customer of MBNA America prior to (i) the expiration of said Customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such Customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, CNDM hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. CNDM represents

and warrants that CNDM has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or 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 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.

COLLEGE OF NOTRE DAME OF MARYLAND

By: David Carafala

Name: DAVID Carafala

Title: Chief Financial Officer

MBNA AMERICA BANK, N.A.

By: Frank Berger

Name: Frank Berger

Title: VP

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into by between MBNA America and each Customer (as defined below), 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 this Agreement, as amended. Terms of the benefits will be stated in the benefits brochure supplied to each Customer.

- A) The current Annual Percentage Rate will be a fixed rate of 17.9%.
- B) Subject to CNDM and MBNA America establishing a BusinessCard account relationship, any BusinessCard cards that may be issued directly to CNDM for its business use by CNDM's employees will be priced as follows:

- **No Annual Fee for the first five cards.
 - **\$25.00 per card for all additional cards.

II. COMPENSATION FOR BUSINESS CARD ACCOUNTS

- A) \$4.00 for each new BusinessCard credit card account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "BusinessCard Credit Card Account").
- B) \$5.00 for each BusinessCard Credit Card Account each year that the account is renewed and the applicable Annual Fee is paid by the Customer; provided however, that if the Annual Fee on the account is less than \$25.00, no renewal compensation shall be paid.

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts are exclusive of accounts which do not have active charging privileges.

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ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the ____ day of _____, 199__, by and between COLLEGE OF NOTRE DAME OF MARYLAND ("CNDM") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, CNDM and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

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

1. Effective as of January 1, 1995, the terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance other than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

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

3. 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 or binding.

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.

COLLEGE OF NOTRE DAME OF MARYLAND

By: David A. Garafola
Name: David A. Garafola
Title: Chief Financial Officer

MBNA AMERICA BANK, N.A.

By: Howard C. Wallace
Name: Howard C. Wallace
Title: Executive Vice President



*Alumni
+
Students*

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

April 12, 1995

(202) 833-5400

Ms. Martha C. Scholz
Director for Institutional Advancement
College of Notre Dame of MD
4701 North Charles Street
Baltimore, MD 21210

Dear Ms. Scholz

On January 1, 1995, we waived the annual fee for your members, regardless of how much they charge each year. We did this with no change to the level of service we provide.

Additionally, we need to update the royalty provision of the Agreement to provide for this important change. **The dollar amount per account has not been changed.** This new calculation is in effect for all your accounts as of April 1, 1995, and is acknowledged by replacing the current renewal compensation language with the following:

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

In order to offer this enhancement, we need you to countersign and return this letter to me by April 30, keeping a copy of your records. If you would like to discuss any aspect of our program, please call me at 1 (800) 789-626 extension 5416.

Sincerely,

Steven W. Spartin
Assistant Vice President

College of Notre Dame of MD

Signature

E1

**COLLEGE OF NOTRE DAME OF MARYLAND
AFFINITY AGREEMENT ADDENDUM**

This Addendum, including Attachment 1 (the "Addendum"), is entered into this 30 day of June, 2000 by and between College of Notre Dame of Maryland ("CNDM"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CNDM and MBNA America are parties to an affinity agreement last dated July 7, 1994, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of CNDM; and

WHEREAS, CNDM and MBNA America mutually desire to extend the term of the Agreement and modify certain compensation under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The current term of the Agreement is hereby extended to end on June 30, 2005. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

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

affinity credit cards for College alumni and students

4. The compensation for Credit Card Accounts is changed to the compensation set forth on Attachment 1. This change shall be effective for compensation accruing on or after April 1, 2000.

*WAC
6/29/00*

5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and

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

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

COLLEGE OF NOTRE DAME OF MARYLAND

MBNA AMERICA BANK, N.A.

By: 
Name: Richard J. Sta. Stoffa
Title: VPFA
Date: June 10, 2000

By: 
Name: Terri Murphy
Title: Sector Director
Date: 6/30/00

*CC
6/29/00*

ATTACHMENT 1

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

CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one-half of one percent) of all retail purchase transaction dollar volume generated by Customers using a CNDM Alumnae Member 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)).
4. 0.40% (four-tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a CNDM Student Member 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)).