AMENDED AND RESTATED AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 1st day of April, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and HAMPDEN-SYDNEY COLLEGE, having its principal place of business in Hampden-Sydney, Virginia ("HSC") for themselves, and their respective successors and assigns.

WHEREAS, HSC 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 "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of HSC; and

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

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

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A and B.

(b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

(c) "Customer" means any Member who is a participant in the Program.

(d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs.

(e) "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 segmented by zip codes or reasonably selected membership characteristics.

(f) "Member" means a member of HSC and/or other potential participants mutually agreed to by HSC and MBNA America.

(g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

2. RIGHTS AND RESPONSIBILITIES OF HSC

(a) HSC agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no HSC publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

(d) HSC shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain HSC's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, HSC shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by HSC or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due HSC. Such Mailing Lists shall contain at least eleven thousand (11,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) HSC 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 HSC.

(g) HSC hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits HSC 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) HSC shall provide MBNA America with a subscription without charge to any and all HSC publications.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. 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 HSC.

(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 HSC.

(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 HSC. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by HSC.

4. REPRESENTATIONS AND WARRANTIES

(a) HSC and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and 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) HSC represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to HSC. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

6. CROSS INDEMNIFICATION

HSC and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by HSC or MBNA America, respectively as the case may be, or its directors, officers or employees. HSC will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party 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 HSC 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.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on June 30, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or HSC, 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 HSC becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by HSC to the Members. Upon termination of this Agreement, HSC shall not attempt to cause the removal of HSC's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

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

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

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to HSC:

Office of Alumni Relations
Hampden House
HAMPDEN-SYDNEY COLLEGE
Hampden Sydney, VA 23943

ATTENTION: John Waters
Director of Alumni Relations

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Division Manager,
Group Administration/Sales

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If HSC is providing MBNA America with notice pursuant to Section 9 herein, HSC must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to

the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, HSC may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of HSC. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

(j) HSC recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, HSC agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that HSC does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

(k) 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.

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

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

HAMPDEN-SYDNEY COLLEGE	MBNA AMERICA BANK, N.A.
By: John H. Waters	By: _____
Name: JOHN H. WATERS	Name: _____
Title: MARCH 25, 1996	Title: _____

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 for Non-Student and Student Members.

2. The current annual percentage rate for Non-Student Members will be a fixed rate of 19.90%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

3. The current annual percentage rate for Student Members will be a fixed rate of 19.90%, or a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

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

B. 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 19.90%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.

2. The current annual percentage rate is ~~15.90%.~~ 14.99%

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay HSC 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 Non-Student and Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

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

3. 0.25% (one fourth of one percent) of all retail purchase transaction dollar volume generated by a Non-Student or Student Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. 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.

C. 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.

[redacted] INCENTIVE PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of April, 1996, by and between HAMPDEN SYDNEY COLLEGE ("HSC") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, HSC 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 HSC; and

WHEREAS, HSC and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of HSC'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, HSC and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.

2. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby HSC conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

3. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which HSC complies with the GIP provisions of this Addendum.

4. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by HSC pursuant to any GIP. In that regard, HSC 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 HSC to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

5. All marketing materials generated as a result of such GIP programs shall be coded by HSC for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.

6. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by HSC pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

7. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of HSC pursuant to any GIP shall be deducted from any or all compensation payments due HSC under this Addendum or the Agreement.

8. HSC 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.

9. During the term of the Agreement, MBNA America will pay HSC a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

$10.00 (ten dollars) for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

10. 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.

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.

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.

HAMPDEN SYDNEY COLLEGE	MBNA AMERICA BANK, N.A.
By: John H. Waters	By:
Name: JOHN H. WATERS	Name:
Title: JUNE 5, 1996	Title:

ADDENDUM

THIS ADDENDUM AND ATTACHMENT #1 (the "Addendum") is dated as of the 2nd day of November, 2001by and between HAMPDEN-SYDNEY COLLEGE ("HSC") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, HSC and MBNA America are the parties to that certain Amended and Restated Affinity Agreement dated April 1, 1996, 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 HSC; and

WHEREAS, HSC and MBNA America mutually desire to extend the Agreement and amend the Agreement to modify the compensation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, HSC 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, 2006. 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.

3. Section 2 of this Addendum shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

4. Effective for compensation accruing on or after the calendar quarter beginning ~~[April~~ Oct. 1, 2001], any Royalty compensation or formula set forth in the Agreement with regard to Credit Card Accounts, including without limitation Schedule B is hereby deleted in its entirely and replaced by the Royalty compensation as set forth on the attached Attachment # 1 to this Addendum.

5. 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. 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.

6. 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. 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.

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.

	HAMPDEN-SYDNEY COLLEGE		MBNA AMERICA BANK, N.A.
By:	C Norman Krueger	By:	Michael Dardick
Name:	C. Norman Krueger	Name:	Michael Dardick
Title:	Vice President for Business Affairs and Treasurer	Title:	Sr. Executive Vice Pres. 11/2/01

ATTACHMENT # 1

A. CREDIT CARD ACCOUNTS

During the term of this Agreement, MBNA America will pay HSC 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:

1. $1.00 (one dollar) for each new Non-Student and Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

2. $3.00 (three dollars) for each Non-Student and Student Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee, if any, assessed upon the opening of the consumer Credit Card Account. 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. 0.25% (twenty-five one-hundredths of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).

4. 0.40% (forty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Non-Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

Except as otherwise provided, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

FIA CARD SERVICES™

Via Overnight Delivery

March 30, 2010

Mr. John Waters
Director of Alumni Relations
Office of Alumni Relations
Hampden House
Hampden-Sydney College
Hampden Sydney, VA 23943

Dear Mr. Waters:

I am writing to inform you that following a comprehensive review of the Hampden-Sydney College credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated as of April 1, 1996, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement.

The Agreement will terminate effective June 30, 2010.

We have appreciated your endorsement. If you have any questions, please call Tom Antonelli at 302-235-5945.

Sincerely,

Sandra Wirt

Sandra Wirt
Senior Vice President
FIA Card Services, N.A.

C: Mr. Richard Epperson
AVP for Development and Alumni
College Road
Cabell House
Hampden Sydney, VA 23943

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Agreement is entered into as of this 1st day of July, 2010 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a MBNA America Bank., N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Hampden-Sydney College, an educational institution having its principal place of business in Hampden-Sydney, Virginia (including its Affiliates, collectively, the "Group"), for themselves and their respective successors and assigns.

WHEREAS, Group and Bank are parties to that certain affinity agreement between the parties as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Group; and,

WHEREAS, Group and Bank mutually desire to amend and restate the Original Agreement.

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

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2012. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the full initial term, either party may terminate this Agreement, without cause, with ninety (90) day written notice to the other party.

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

Hampden-Sydney College

By: C Norman Krueger

Name: C. Norman Krueger

Title: Vice President for Business Affairs and Treasurer

Date: June 8, 2010

FIA Card Services, N.A.

By: Sandra Wirt

Name: SANDRA WIRT

Title: SVP

Date: 6/24/10

Group Contact Information as pertaining to Schedule C, Section f(1):

SW

Contact Name/Title: ~~Mr. Richard Epperson, AVP for Development and Alumni~~ Mrs. Candice Dowdy Director of Constituent and Alumni Relations

Street: College Road

~~Cabell House~~ Hampden House

City, State, Zip: Hampden-Sydney, Virginia 23943

Fax #: 434-223-6360

E-mail address: ~~repperson@hsc.edu~~ cdowdy@hsc.edu

1. USE OF BANK WEB PORTAL

(a) Subject to the terms of this Agreement, Bank will provide Group with access to Bank's affinity web portal ("Web Portal") containing Bank-designed advertising, solicitation, and promotional material for Group's use in marketing the Program.

(b) Group will only use materials provided by Bank in marketing the Program. All marketing materials generated by Bank for Group's marketing of the Program will be coded by Bank for tracking purposes. Marketing materials or inquiries from Members which do not contain or reference such coding will not be considered eligible for any Royalty.

(c) Group will not deviate from the approved materials for any Program marketing without the prior written approval of Bank.

(d) Bank has control over, in its sole discretion, the commencement and continuation of any marketing of the Program.

2. RIGHTS AND OBLIGATIONS OF GROUP

(a) Group agrees to use reasonable efforts to market the Program to Members using the materials provided on the Web Portal.

(b) Group agrees that during the term of this Agreement it will endorse the Program exclusively, and neither Group nor any Group Affiliate will, 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 Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the Group Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Bank. In addition, if Group sells any product or service, in connection with such sales, Group shall not favor any payment product or method of payment over any payment product or method of payment offered under the Program.

(c) Group will only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to Group.

(d) Any correspondence received by Group that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to Bank via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by Group will be paid by Bank.

(e) Group hereby grants Bank and its Affiliates an exclusive license to use the Group Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Group Trademarks, notwithstanding the transfer of such Group Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Group will provide Bank all Group Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program upon Bank's request. Nothing stated in this Agreement prohibits Group from granting to other persons a license to use the Group Trademarks in

conjunction with the providing of any other service or product, except for any Financial Service Products.

(f) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a Group Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(f). Group may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. Group shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Group Trademark. Bank may use Program Trademarks that contain Group Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

(g) Group will advertise the Program, for the purpose of generating new accounts, in at least one prominent location within the internet site(s) of Group at no cost to Bank. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Group will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, Group will provide Bank with the ability to access any and all pages within the Group internet site(s), including without limitation any "members only" or other restricted access pages.

(h) Group will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Equal Credit Opportunity Act and the CAN-SPAM Act of 2003, with respect to any Program marketing. Group will comply with Bank's instructions and all applicable law concerning Program advertisements or links included by Group in emails sent to Members, including without limitation the CAN-SPAM Act.

(i) Group will complete an updated W-9 form and ACH form upon Bank's request. Bank will not pay Royalties until a W-9 Form and ACH Form or other IRS required form (e.g., W-8) is completed by Group and received by Bank.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank will maintain and administer the Program for the Members.

(b) Bank will design all advertising, solicitation, and promotional materials used in the Program.

(c) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Group.

(d) Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Group.

(e) Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

(f) During the term of this Agreement, Bank will pay Royalties to Group. Except as otherwise provided in Schedule B, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.

4. REPRESENTATIONS AND WARRANTIES

(a) Group and Bank each represents and warrants to the other party that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing;

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, 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) Group represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Group Trademarks to Bank for use as contemplated by this Agreement. Group will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the Group Trademarks license granted herein. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Group Trademarks.

5. 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 and shall not be used for any purpose not related to the Program. 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. Bank and Group will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 5 by their Agents.

6. STATE LAW GOVERNING AGREEMENT

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

7. TERM/TERMINATION

(a) In the event of any material breach of this Agreement by Bank or Group, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 thirty (30) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate thirty (30) days after the Cure Period.

(b) If either Bank or Group becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 7(d) of this Agreement, cease to use the Group Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the Group Trademarks.

(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by Group or any Group Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, Group will allow Bank to continue to use the Group Trademarks on, and will not attempt to cause the removal of Group Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.

8. ADDITIONAL PROVISIONS

Schedules A, B and C are incorporated by reference.

Schedule A

DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"**Affiliate**" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this affinity agreement and Schedules A through C.

"**Credit Card Account**" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"**Customer**" means any Member who is a participant in the Program.

"**Financial Service Product**" means any credit card or charge card program.

"**Group Affiliate**" means any Affiliate of Group.

"**Group Trademarks**" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Group or any Group Affiliate prior to or during the term of this Agreement.

"**Information**" has the meaning ascribed to such word in Section 7.

"**Member**" means a member or customer of Group and/or other potential participants mutually agreed to by Group and Bank.

"**Program**" means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"**Program Trademarks**" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a Group Trademark, with or without other elements.

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

Schedule B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. $75.00 (seventy-five dollars) for each Credit Card Account opened, which remains open for at least sixty (60) consecutive days and which is utilized by the Customer within the first sixty (60) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. $1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

Schedule C

ADDITIONAL PROVISIONS

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

(b) The obligations in Sections 2(f), 2(h), 4(b), 5, 7(c), and 7(d) will survive the expiration or any earlier termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.

(f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested, or (iii) via e-mail. All notices will be addressed as follows:

(1) If to Group

(as specified on signature page)

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821
E-mail : affinityteam@bankofamerica.com

(3) Any party may change the address, e-mail address, and fax number 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 , including, without limitation, the Original Agreement, if applicable. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that other agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, Group may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of Group. Bank 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 Bank's affiliates. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) Bank and Group are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than Group and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Group recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Group agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that Group does not so conduct itself, Bank may terminate this Agreement, effective immediately.

(k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential. This section shall survive the termination or expiration of this Agreement.

(l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

(m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

(n) No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.