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AFFINITY GROUP BANKCARD AGREEMENT

THIS AGREEMENT, made this 25 day of October, 1995, with a term commencing on March 31, 1996, by and between UNIVERSITY OF MASSACHSETTS, LOWELL ALUMNI ASSOCIATION, a Massachusetts not-for-profit Association having its principal office at One University Avenue, Lowell, MA 01854 (the "Group") and FIRST USA BANK, a Delaware banking corporation, having its principal offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware, 19801 ("FUSA").

RECITALS:

WHEREAS, FUSA desires to make its MasterCard and/or Visa consumer credit products (hereinafter referred to as "Credit Card(s)") and related services available to the officers, directors, trustees, employees, and members (the "Group Members"); and

WHEREAS, the Group is willing to endorse the offering of FUSA's Credit Card(s) and related services to and among the Group Members subject to the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License to Use Marks.

(a) During the term of this Agreement, FUSA shall have the right and license to use the respective name, trademarks, servicemarks, copyrights and logo of the Group (collectively, the "Marks") solely in connection with FUSA's marketing of Credit Card(s) and related products to Group Members under this Agreement (the "Affinity Program"). Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by FUSA. Group hereby agrees that the Marks may be used on either MasterCard or Visa Credit Cards, and Group and FUSA agree that FUSA will only issue credit cards bearing the Marks pursuant to this Agreement, unless otherwise mutually agreed in writing by FUSA and Group. Following termination of this Agreement, Credit Card(s) issued during the term hereof may continue to bear the Marks until the normal expiration date thereof. Subject to and consistent with the rules and regulations of Visa and MasterCard, FUSA shall comply with the standards established by the Group with respect to the form of the Marks and their usage.

(b) Subject to the foregoing, each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, servicemark and/or like rights pertaining thereto. Any and all rights to Group's name and logo not herein specifically granted and licensed to FUSA are reserved to Group. Except as otherwise specifically provided for in Paragraph 1(a) hereof, upon the termination of this Agreement, all rights conveyed by Group to FUSA with respect to the use of Group's name and logo shall cease, and all such rights shall revert to Group. Upon termination of this Agreement, FUSA shall have no further right to market its cardmember products using the Group name or logo or to further utilize any promotional materials containing the Group name or logo. However, nothing contained herein shall require FUSA to cancel any account or to terminate any card issued in connection with this Agreement.

2. Mailing Lists.

(a) Group shall initially, and from time to time during the period of this Agreement, provide FUSA with lists of the Group Members, including names and residential addresses and, where available, residential telephone numbers, via magnetic tape, cartridge, or any other media which is mutually agreed upon. Group shall use its best efforts to provide as complete a list as possible of all Group Members, which shall consist of a minimum of 45,000 mailable Group Member names. All mailing lists shall be provided to FUSA by Group at no cost to FUSA.

(b) FUSA shall use the mailing lists provided by Group on a basis consistent with the intent and terms of this Agreement, i.e. to market and service credit cards, and shall not rent, use or permit any third party handling such mailing lists to use them for any other purpose. FUSA shall not rent or otherwise make available such mailing lists to any third party (except for the purposes of fulfilling obligations under this Agreement) without the express written consent of Group. The mailing lists provided by Group are and shall remain the sole property of Group provided they have been provided to FUSA by Group at no expense to FUSA, except to the extent that such Group names are available to FUSA from another source. FUSA will, subject to applicable law requiring their retention, return such lists to Group or destroy them upon the termination of this Agreement. However, FUSA may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship with any Group Member. This information becomes a part of FUSA's own files which shall not be subject to this Agreement and will not imply or suggest any endorsement by Group.

3. Offering of Credit Cards by FUSA. FUSA shall offer Credit Card(s) to Group Members in accordance with the following provisions:

(a) Subject to subparagraph (c) of this Paragraph 3, FUSA shall, at its own expense, design and develop such marketing, promotion and solicitation materials as it deems appropriate to promote the Affinity Program among Group Members, and the Group shall endorse and reasonably assist FUSA with the administration of such promotional and solicitation activities. FUSA and the Group will jointly schedule and direct the solicitation of Group Members, provided, that FUSA reserves the right to limit its solicitation materials to those persons deemed by it to be creditworthy in accordance with FUSA's normal credit criteria and credit practices.

(b) Subject to federal, state and local law and any other applicable rules and regulations (e.g. MasterCard or Visa operating regulations), all approved accounts shall receive Card(s) issued by FUSA and approved by the Group. Group shall have the right to approve the front design of the Credit Card(s), such approval not to be unreasonably withheld. In the event of any change in its Marks, the Group shall bear and promptly reimburse FUSA for any additional expenses incurred by FUSA in connection with the use of the altered Marks mutually agreed upon by FUSA and by the Group. FUSA shall have the right to designate on the reverse side of the Card(s) such information as FUSA shall, in its sole discretion, deem appropriate.

(c) FUSA shall submit to Group, for its prior approval, samples of all marketing, promotional or solicitation materials, printed or otherwise, which FUSA intends to utilize to market the Affinity Program to and among Group Members. Group shall review such materials and respond to FUSA's requests for approval on a timely basis. In addition, approval by Group of any marketing materials submitted by FUSA for review shall not be unreasonably withheld. FUSA further reserves the right to communicate

information to the cardmember, which it normally sends its other cardmembers and does not utilize the Group's name or logo, without having to obtain the prior approval of Group.

4. Direct Solicitations by Group. Upon request by Group and with prior written approval by FUSA, FUSA shall permit Group, subject to reasonable restrictions set forth by FUSA, to directly and indirectly solicit applications for Credit Cards from Group Members without the direct participation of FUSA ("Group Direct Promotions"). Unless otherwise agreed to by FUSA and Group, all expenses associated with Group Direct Promotions shall be borne solely by the Group.

5. Issuance of Credit Cards.

(a) FUSA shall issue Credit Cards to interested Group Members in accordance with FUSA's standard consumer credit card issuing policies and credit practices. All decisions concerning the creditworthiness of any potential Group Member shall be made at the sole discretion of FUSA.

(b) Credit Card(s) issued by FUSA pursuant to the Affinity Program shall be governed by terms of cardmember agreements to be entered into between such persons and FUSA. Such cardmember agreement shall specify that the laws of the State of Delaware, and as applicable, federal law, shall govern the terms and conditions of such account and the extension of credit by FUSA to the cardmember. Notwithstanding any other limitations contained in this Agreement, FUSA shall have the right to amend such cardmember agreements at any time in accordance with applicable law.

(c) Group shall not possess any ownership interest in Cards issued and accounts established pursuant to this Agreement (the "Accounts"). In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payments of goods and services, periodic finance charges, late and other charges) and all records developed and retained by FUSA in connection therewith shall be the sole property of FUSA or its assigns and Group shall have no rights or interests therein.

6. Fees.

(a) During the term of this Agreement (including any renewal terms as provided in Paragraph 13 hereof) and in consideration of the use of Group's Marks, the supplying of mailing lists of Group Members to FUSA, and the Group's endorsement of the Affinity Program, FUSA shall pay to Group certain Account Fees and Sales Royalties as set forth on Exhibit A attached hereto.

(b) Notwithstanding any of the above, FUSA shall not be obligated to pay to the Group any duplicate Account Fees or Sale Royalties described in subparagraph 6(a) and detailed in Exhibit A in the event that the accounts on which such fees are calculated represent substitute accounts, including, but not limited to, accounts which are established due to the loss or theft of a cardmember's existing credit card or accounts which were established as a result of former joint cardmembers requesting individual accounts.

(c) FUSA shall provide Group with a reconciliation report within 60 days following the end of each calendar quarter setting forth the amount of Sale Royalties and Account Fees earned by Group during such calendar quarter. Any amounts owing to Group and payable pursuant to the terms of this Paragraph 6 shall be paid to Group within 60 days following the end of such calendar quarter.

(d) FUSA's obligation to pay any of the aforementioned fees and royalties to the Group shall cease immediately upon the termination of this Agreement for any reason whatsoever, provided that such fees and royalties shall be reconciled and paid to the date of termination.

7. Cardmember Statements.

(a) Subject to reasonable space, weight, size, content, and scheduling restrictions, and upon FUSA's prior review and approval, Group may periodically include informational inserts or statement messages in cardholder statements mailed by FUSA to cardmembers.

(b) FUSA will pay for the normal cost of mailing statement insertions as described in subsection 7(a) above, excluding the cost of preparing and producing the actual insert which shall be the sole responsibility of the Group. In addition, if the inserts added by Group increase the postal expense incurred by FUSA to mail statements with such inserts, then FUSA shall inform Group in advance and, provided Group agrees to reimburse FUSA for such incremental postage expense, FUSA will use reasonable efforts to include such insertion.

8. Records. During the term of this Agreement, FUSA agrees that it will maintain accurate records with respect to (a) Net Retail Sales and (b) all Accounts established by FUSA under this Agreement. Such records shall be open for inspection by representatives of Group at such reasonable times as shall be agreed upon by FUSA, provided that any inspection shall be subject to such security procedures as FUSA may reasonably impose and subject to such limitations as may be required under applicable rules, regulations or statutes governing the conduct of FUSA's business.

9. Relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

10. Confidentiality.

(a) For the term of this Agreement and for a period of one (1) year following its termination for any reason whatsoever, FUSA and Group (including their respective officers, directors, employees, agents, and assigns) shall keep confidential any and all information obtained from the other party concerning the assets, properties, business, services, clients, trade secrets, organizational structure, philosophy, objectives, financial plans and results and other information relating to the other party, and shall not use such information (including without limitation this Agreement) for any purpose other than that purpose contemplated under this Agreement. However, no party hereto shall be obligated to keep confidential any information which: (i) was not marked confidential and was in the possession of the receiving party prior to this Agreement; (ii) was lawfully obtained from a third party; or (iii) is required to be disclosed pursuant to applicable legal and/or regulatory requirements.

(b) Except as may be required by law, regulation or any Governmental Authority, neither FUSA nor Group, nor any of their respective affiliates, shall issue a press release or make public announcement or any disclosure to any third party related to the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

11. Representations and Warranties.

(a) FUSA represents and warrants that (i) it is an FDIC-insured banking corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and (ii) the execution and delivery by FUSA of this Agreement, and the performance by FUSA of the transactions contemplated hereby, are within FUSA's corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by MasterCard or Visa), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of FUSA or of any agreement, judgment, injunction, order, decree or other instrument binding upon FUSA.

(b) The Group represents and warrants that it is a Massachusetts not-for-profit Association duly organized, validly existing and in good standing under the laws of the State of Massachusetts. Group further represents and warrants that (i) the execution and delivery by Group of this Agreement, and the performance by Group of the transactions contemplated hereby, are within Group's powers, have been duly authorized by all necessary action, do not require any consent or other action by or in respect of, filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on Group. Group represents and warrants that it has the right, power and authority to execute this Agreement and act in accordance herewith.

12. Release and Indemnification.

(a) FUSA shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of Group, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of Group under this Agreement.

(b) Group shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of FUSA, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of FUSA under this Agreement.

(c) FUSA shall indemnify, defend and hold Group harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of FUSA contained in Paragraph 11 above, (ii) any act or omission of FUSA in connection with the issuance of Credit Card(s) and/or the administration of credit card accounts which constitutes a violation of State of Delaware or federal banking or consumer credit laws or regulations, and (iii) any negligent act or omission or willful misconduct of FUSA or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

(d) Group shall indemnify, defend and hold FUSA harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any

representation or warranty of Group contained in Paragraph 11 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by FUSA of the Marks of Group as contemplated by this Agreement, and (iii) any negligent act or omission or willful misconduct of Group or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

13. Term/Termination.

(a) Subject to the provisions of Paragraph 3(a) and subparagraphs 13(b), (c) and (d) below, this Agreement shall be effective as of the date hereof and shall continue for an initial term of five (5) years. Following the initial term, this Agreement shall be automatically renewed for successive renewal terms of two (2) years each unless, at least 90 days prior to the termination of the initial term or the then current renewal term, either party shall have notified the other in writing of its decision not to renew this Agreement. If the terms hereof are to be amended in connection with any renewal, an appropriate addendum shall be added hereto reflecting, as applicable, the revised terms hereof.

(b) If there is a material default by either party in the performance of the terms and conditions of this Agreement, and such default shall continue for a period of 30 days after receipt of written notice thereof (setting forth in detail the nature of such default), then this Agreement shall terminate as of the 31st day following the receipt of such written notice.

(c) This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that either party, or a direct or indirect holding company of either party, shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including, but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal law.

(d) In the event that any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either MasterCard or Visa makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then either party shall have the right to terminate this Agreement upon 90 days advance written notice. Such written notice shall include a detailed explanation and evidence of the burden imposed as a result of such change.

(e) Upon termination of this Agreement:

(i) Group shall promptly return to FUSA all take-one and other marketing materials that have been supplied to Group by FUSA;

(ii) All Accounts which have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by FUSA as of the effective date of such termination, shall remain the sole and exclusive property of FUSA;

(iii) FUSA shall have the right, but not the obligation, to reissue Card(s) previously issued to Cardmembers pursuant to this Agreement and to issue Card(s) to applicants whose applications are received after the effective date of such termination, in

its own name and without any reference to Group on such Card(s). All obligations to Group shall cease after the effective date of such termination.

(f) In the event that any representation set forth in Paragraph 11(b) of this Agreement shall prove to be untrue, FUSA shall have the right to immediately terminate this Agreement and all of its obligations contained herein by notice to Group.

(g) In the event that any representation set forth in Paragraph 11(a) of this Agreement shall prove to be untrue, Group shall have the right to immediately terminate this Agreement and all of its obligations contained herein by notice to FUSA.

14. Exclusivity. During the term of this Agreement, FUSA shall have the exclusive right to perform the credit card services contemplated by this Agreement, and Group agrees that during the term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer or endorse, or enter into any agreement with others for the provision of credit card or credit card related products or services to Group Members.

15. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group nor any entity which Group controls shall by itself or in conjunction with others, directly or indirectly, during the term of this Agreement (including any Renewal Term) and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card or credit card related product to cardmembers possessing an Account. Notwithstanding anything to the contrary herein, Group may, after termination of this Agreement, offer current account holders the opportunity to participate in another credit card program endorsed by Group, provided Group does not make such offer only to such account holders but rather as a part of a general solicitation to all Group Members and provided further no such existing account holders are directly or indirectly identified as a cardmember of FUSA, or offered incentives different from that offered to all Group Members.

16. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telex, telegram, mailgram or telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to FUSA, to:

First USA Bank
Three Christina Centre
201 North Walnut Street
Wilmington, DE 19801
Attention: Donna M. Higgins
Vice President

with a copy to:
General Counsel

If to Group, to:

UNIVERSITY OF MASSACHSETTS, LOWELL
ALUMNI ASSOCIATION
One University Avenue
Lowell, MA 01854

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telex, telegram, mailgram, telecopy or by overnight courier; when delivered and received for, if hand delivered; or when received for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested.

17. Entire Agreement/Amendment. This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this agreement shall be effective unless it is in writing and executed by all of the parties hereto.

18. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

19. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

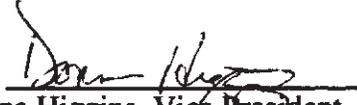
20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

UNIVERSITY OF MASSACHUSETTS, LOWELL
ALUMNI ASSOCIATION

By: 

FIRST USA BANK

By: 

Donna Higgins, Vice President

EXHIBIT A

FEES AND ROYALTIES

During the term of this Agreement and any renewal terms thereof, FUSA agrees to pay to Group the following fees and royalties in conjunction with the Affinity Program which is the subject of this Agreement. In the event that fees or royalties are paid on any Accounts which do not remain open with charging privileges for a least 6 months following the calendar month in which they were opened by FUSA ("Closed Accounts"), FUSA shall deduct the fees and royalties paid on such Closed Accounts from subsequent payments to Group.

1. A \$1.00 fee for each new Group credit card account approved by FUSA pursuant to the Affinity Program ("Account") and \$1.00 for each existing Account on such Account's annual anniversary date, unless each such Account has been canceled prior to such anniversary date (the "Account Fees").

2. Five-tenths of one percent (0.50%) of the amount of Net Retail Sales posted to an Account and four-tenths of one percent (0.40%) of the amount of Net Retail Sales posted to a Student Account (collectively, the "Sale Royalty"). For purposes of this Agreement, "Net Retail Sales" shall mean the aggregate amount of individual purchases posted to Accounts, but shall not include the aggregate amount of (i) all refunds to cardmember Accounts, such as credits for returned merchandise or disputed billing items, (ii) those amounts representing annual fees, finance charges and other bank fees or charges posted to cardmember Accounts (such fees to include, but not be limited to, late fees, return check fees, overlimit fees, credit insurance premiums, cash advance fees, collection costs and administrative fees), and (iii) the amount of all cash advance transactions and/or cash advance transaction fees (which include the use of convenience checks). The Sale Royalty shall also exclude any Net Retail Sales posted to Accounts whose cards have been reported lost or stolen and which have not been subsequently replaced or reissued by FUSA.

3. FUSA shall pay to Group the sum of \$50,000 (the "Advance") within thirty (30) days of execution of this agreement which shall be an advance against the fees and royalties earned by Group hereunder.

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May 30, 2003

David Hoyt
Senior Vice President
Bank One, Delaware, N.A.
201 N. Walnut Street
Wilmington, DE 19801

Jeffrey M. Fincher
Executive Vice President
MBNA America Bank, N.A.
1100 North King Street
Wilmington, DE 19884-0211

Dear Messrs. Hoyt and Fincher:

Independent University Alumni Association at Lowell, Inc.
By returning this letter, ~~MBNA LOWELL~~ has agreed to enter into a relationship with MBNA America Bank, N.A. ("MBNA") to continue our affinity credit card program under the terms of the existing contract (and any such existing amendments) between ~~MBNA LOWELL~~ and Bank One, Delaware, N.A. (formerly known as First USA Bank, N.A.) (the "Agreement"). The Agreement with MBNA will go into effect on the date (the "Closing Date") that MBNA acquires from Bank One the credit card accounts and related receivables that were originated by Bank One and its predecessors pursuant to the Agreement with Bank One (collectively, the "Accounts"). At our request, Bank One has agreed to amend our contract to permit us to (1) terminate the Agreement with Bank One prior to the Closing Date and (2) direct Bank One to sell the Accounts to MBNA no later than June 30, 2003, or such other date as mutually agreed to by MBNA and Bank One. Consequently, we are providing you with our written agreement to: (1) terminate the Agreement with Bank One, (2) authorize and direct Bank One to sell the Accounts to MBNA, and (3) assign to MBNA on the Closing Date, all of Bank One's rights and obligations under the Agreement that existed prior to the date of this letter.

Please sign below to indicate each party's acceptance of these terms and return to me a fully executed copy of this letter.

Sincerely,

Sal Marie Merrill
Group Official
President
Title

Accepted and Agreed:

Bank One, Delaware, N.A.

By: *David Hoyt*
David Hoyt
Senior Vice President
Date: 6/24/03

MBNA America Bank N.A.

By: *Jeffrey M. Fincher*
Name: _____
Title: CVF
Date: 6/24/03

FIA CARD SERVICES®

VIA OVERNITE DELIVERY

July 1, 2010

Independent University Alumni Association at Lowell
One University Avenue
Lowell, MA 01854

RE: The Affinity Group Bankcard Agreement by and between Independent University Alumni Association at Lowell (f/k/a University of Massachusetts, Lowell Alumni Association) and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), as assignee of any and all of Bank One, N.A.'s rights and responsibilities under the agreement, dated October 25, 1995, as the same may have been amended (the "Agreement")

To whom it may concern:

I am writing to inform you that following a comprehensive review of the Agreement, FIA has decided not to renew the Agreement at the expiration of its current term.

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 13(a) of the Agreement.

The Agreement will expire on **March 31, 2011**.

We have appreciated your endorsement.

Sincerely,



Lance L. Layton
Vice President
FIA Card Services, N.A.

C: Ms. Marianthe Dabekis
Executive Secretary – Office Manager
One University Way
Lowell, Massachusetts 01853-0242