

MOREHEAD STATE UNIVERSITY ALUMNI ASSOCIATION
AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 30th day of April, 1995 (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 Morehead State University Alumni Association Inc. an educational institution having its principal place of business in Morehead, Kentucky ("MSUAA") for themselves, and their respective successors and assigns.

WHEREAS, MSUAA entered into an affinity program agreement last dated August 20, 1990 as the same has been amended by an addendum last dated September 17, 1993 (collectively, the "Original Agreement"); and

WHEREAS, TNFS Limited Partnership ("TNFS") the successor in interest to Trans National Group Services, Inc. has assigned all of its right, title and interest in the Original Agreement to MBNA America and MBNA America has accepted said assignment; and

WHEREAS, TNFS is no longer a party to the Original Agreement; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (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, and other related financial service programs.
- (e) "Group Incentive Program " or "GIP" means any marketing or other program whereby MSUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which MSUAA complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means a student of Morehead State University ("Student Member") and a member of MSUAA and/or other potential participants mutually agreed to by MSUAA and MBNA America ("Alumni Member").
- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Alumni Members ("Alumni Member Program") and to Student Members ("Student Member Program") from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by MSUAA during the term of this Agreement.
- (l) "Group Incentive Program " or "GIP" means any marketing or other program whereby MSUAA conducts solicitation efforts for the Student Member Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (m) "GIP Account" means a Credit Card Account opened by a Student Member pursuant to a GIP in which MSUAA complies with the GIP provisions of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF MSUAA

- (a) MSUAA 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 Services 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 MSUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) MSUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) MSUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

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

(e) Upon the request of MBNA America, MSUAA 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 MSUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due MSUAA. Such Mailing Lists shall contain at least forty five thousand (45,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) MSUAA 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 MSUAA.

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

(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 MSUAA.

(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 MSUAA. 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 MSUAA.

4. REPRESENTATIONS AND WARRANTIES

(a) MSUAA 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) MSUAA 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 MSUAA. Royalties will not be paid without a completed Schedule C. 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

MSUAA 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 MSUAA or MBNA America, respectively as the case may be, or its directors, officers or

employees. MSUAA 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. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

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 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 MSUAA shall be permitted to disclose such terms (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 February 15, 2000. 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 MSUAA, 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 MSUAA 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 MSUAA to the Members. Upon termination of this Agreement, MSUAA shall not attempt to cause the removal of MSUAA'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 received (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:

(i) If to MSUAA:

MOREHEAD STATE UNIVERSITY ALUMNI ASSOCIATION, INC.
Alumni Center
Morehead, KY 40351

ATTENTION: Mr. William Redwine
Executive Vice President

Fax #: (606) 783-2585

(ii) If to MBNA America:

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

ATTENTION: Mr. Howard C. Wallace
Executive Vice President

Fax #: (302) 457-1538

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 MSUAA is providing MBNA America with notice pursuant to Section 9 herein, MSUAA 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, MSUAA 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 MSUAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

(j) MSUAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, MSUAA 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 MSUAA 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 fault 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.

13. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by MSUAA pursuant to any GIP. In that regard, MSUAA shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Student Member Program itself, specifying that accounts generated from such efforts will entitle MSUAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by MSUAA for tracking purposes. Marketing materials or telemarketing inquiries from Student Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by MSUAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

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

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

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

Morehead State University Alumni Association

By: William H. Redwine

Name: William H. Redwine

Title: Executive Vice President

MBNA AMERICA BANK, N.A.

By: Howard C. Wallace

Name: HOWARD C. WALLACE

Title: SENIOR EXECUTIVE
VICE PRESIDENT

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 Alumni Member Credit Card Accounts (except for those Credit Card Accounts opened pursuant to the Morehead State University Alumni Association, Inc. agreement with First American National Bank dated April 16, 1988 ("FATN Accounts")).
2. The annual fee when applied for FATN Accounts is \$20.00 (twenty dollars) per Preferred Credit Card Account.
3. There is no annual fee for the first year for Student Member Credit Card Accounts. The annual fee when applied for Student Member Credit Card Accounts is \$20.00 (twenty dollars) per Preferred Credit Card Account.
4. The current annual percentage rate for Alumni Member accounts will be a fixed rate of 19.9%, or a variable rate of prime plus 8.9%. For variable rate Alumni Member accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. The current annual percentage rate for Student Member accounts will be a variable rate of prime plus 10.9%. For variable rate Student Member accounts, there may be an additional margin applied on account of the Customer's delinquency.
6. 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 17.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay MSUAA 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. Non-FATN Accounts
 - a. \$1.00 (one dollar) for each new non-FATN Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
 - b. \$3.00 (three dollars) for each non-FATN 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 non-FATN 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 non-FATN Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
 - c. \$0.25 (twenty-five cents) for each retail purchase transaction made by a Customer using a non-FATN Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
2. FATN Accounts
 - a. \$9.00 (nine dollars) for each FATN Credit Card Account for which the annual fee is paid by the Customer.
 - b. 0.50% (one half of one percent) for each retail purchase transaction made by a Customer using a FATN Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
3. Student Member Accounts
 - a. \$1.00 (one dollar) for each new Student Member Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

- b. \$3.00 (three dollars) for each Student Member Credit Card Account for which the annual fee is paid by the Customer.
- c. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a Student Member Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
- d. \$10.00 (ten dollars) for every Student Member 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.

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.

D. GIP ACCOUNTS

1. \$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.
2. \$15.00 (fifteen dollars) for each MBNA Platinum Plus 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.
3. \$10.00 (ten dollars) for each 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.

**Morehead State University Alumni Association
TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 25th day of June, 2002 by and between Morehead State University Alumni Association ("MSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and MBNA America are parties to that certain amended and restated 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 MSUAA; and

WHEREAS, MSUAA and MBNA America mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSUAA 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 February 15, 2007. 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 MSUAA's obligations under the Agreement to exclusively endorse the Program, MSUAA 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.
4. Schedule A, paragraph A is hereby deleted and replaced in its entirety as set forth in Attachment # 1 to this Addendum.
5. Effective for compensation accruing on or after the calendar quarter beginning July 1, 2002, Schedule B is hereby deleted and replaced in its entirety as set forth in Attachment # 2 to this Addendum.
6. Section 1(l) of the Agreement is amended by adding the phrase 'and Alumni Member Program' after the phrase '~~Student Member Program~~' therein.
7. Section 1(m) of the Agreement is hereby deleted.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the 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.

Morehead State University Alumni Association

MBNA AMERICA BANK, N.A.

By: Tami B. Jones
Name: Tami B. Jones
Title: Executive Vice President
Date: 6/25/02

By: Michael Duroch
Name: Michael Duroch
Title: SEVP
Date: July 12, 2002

ATTACHMENT #1

A. CREDIT CARD ACCOUNTS

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

ATTACHMENT #2

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay MSUAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for MSUAA 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:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. ~~\$1.00 (one dollar) for each consumer Student Member Credit Card Account or~~ *Handwritten initials*
\$3.00 (three dollars) for each consumer Alumni Member Credit Card Account for which the annual fee is paid by the Customer or waived pursuant to a special program described in Schedule A, Section A.1. 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. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

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.



www.MBNA.com

MBNA Insurance Agency

Wilmington, Delaware 19884

AAGR

June 23, 2003

Tami B. Jones
Director
Morehead State University Alumni Association
Alumni Center
Morehead, KY 40351

Dear Ms. Jones:

MBNA America Bank, N.A. ("MBNA") desires to terminate the Insurance Products Addendum dated August 30, 1997, wherein MBNA provides auto insurance products to members of Morehead State University Alumni Association ("MSUAA"). In order to facilitate this termination we have prepared this letter to be executed by both parties.

The Insurance Products Addendum, in its entirety, shall be deemed terminated effective as of July 31, 2003 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Insurance Products Addendum unless such right or responsibility was intended to survive the termination of the Insurance Products Addendum by the terms of the Insurance Products Addendum. The termination of the Insurance Products Addendum shall not affect the remainder of the Affinity Agreement between MSUAA and MBNA, as such agreement has been amended, which shall remain in force as if the Insurance Products Addendum was not apart thereof.

MBNA America Bank, N.A. may market insurance products without using MSUAA name or trademarks to persons holding MBNA credit cards under the Affinity Agreement, as amended. Such insurance products will not generate any compensation for MSUAA.

Within forty-five days of the end of the 2nd calendar quarter of 2003, MBNA shall pay compensation due to MSUAA under the Insurance Products Addendum up to and through the Termination Date.

This letter shall bind and inure to the benefit of the successors and assigns of the parties. This letter contains the entire agreement between the parties regarding the termination and may be altered or amended only by written agreement signed by both parties. Any inconsistencies between this letter and the Insurance Products Addendum or the Affinity Agreement, as amended, shall be governed by this letter. The parties agree to keep the terms of this letter confidential. This letter shall be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this letter is deemed to be invalid, the balance of the letter shall remain in force as if such invalid portion was not contained herein. To acknowledge your agreement with the above, please countersign both copies of this letter where indicated below and return one to me.

Sincerely,
MBNA America Bank, N.A.

By:
Name: Deborah A. Doughty
Title: Executive Vice President

Accepted and agreed to:
Morehead State University Alumni Association

By:
Name: Tami B. Jones
Title: Director

CUSTOMER
APR 25 2006

**WORLD POINTS ADDENDUM
TO THE MOREHEAD STATE UNIVERSITY ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 21st day of March, 2006, by and between Morehead State University Alumni Association ("MSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA 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 MSUAA; and

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

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

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

representation, identification, trademark, trade dress, service mark, logo or tradename (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 the extent not otherwise granted, MSUAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. MSUAA represents and warrants that MSUAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. 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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America 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.

8. 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.

**MOREHEAD STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: Tami B. Jones
Name: Tami B. Jones
Title: Executive Vice President
Date: 4-20-06

MBNA AMERICA BANK, N.A.

By: Jake Fregy
Name: Jake Fregy
Title: EVP
Date: 5/8/06

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

**ADDENDUM TO THE MOREHEAD STATE UNIVERSITY
AMENDED AND RESTATED AFFINITY AGREEMENT**

8W 9/20

THIS ADDENDUM (the "Addendum") is entered into as of this ^{25th} ~~1st~~ day of March, 2010 (the "Addendum Effective Date") by and between Morehead State University ("MSUAA"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of April 30, 1995, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of MSUAA; and

WHEREAS, MSUAA and Bank mutually desire to modify the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following sentence is hereby added to Section 1(g):

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of Morehead State University."

3. Sections 1(h), 1(i) and (l) of the Agreement are hereby amended to read in their entireties, as follows:

 "(h) **"Member"** means a member of MSUAA and/or other potential participants mutually agreed to by MSUAA and Bank.

 (i) **"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."

4. Section 1 of the Agreement is hereby amended to include the following new term and its meaning:

 "Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application."

5. MSUAA and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to MSUAA for any Student Credit Card Accounts; however, pursuant to the trademark license granted by

MSUAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

6. The following sentence is hereby added to the end of Section 2(c) of the Agreement:

~~“Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from marketing to or accepting applications from students under the Program”.~~

7. Section 12(f)(ii) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 12(f)(ii):

“(ii) If to FIA:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821”

7. The first sentence of Section 7 and Schedule A of the Agreement and Attachment #1 of the Term Extension Addendum to the Agreement dated as of June 25, 2002 (“**Term Extension Addendum**”) are hereby deleted in their entireties.

8. Attachment #2 of the Term Extension Addendum and Schedule B of the Agreement are hereby deleted in their entireties and a new Schedule B on Attachment #1, attached hereto, is hereby added to the Agreement.

9. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank’s affiliates.

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

**MOREHEAD STATE UNIVERSITY
ALUMNI ASSOCIATION**

FIA CARD SERVICES, N.A.

By: MSU Alumni Association

By: Sandra Wirt

Name: Jamie B. Janvr

Name: SANDRA WIRT

Title: Executive VP

Title: SVP

Date: 3/25/10

Date: 4/20/10

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$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 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. 0.40% (forty 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)).
4. \$10.00 (ten dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

FIA CARD SERVICES™

VIA FACSIMILE

November 17, 2010

Mr. William Redwine
Executive Vice President
Morehead State University Alumni Association, Inc.
Alumni Center
Morehead, KY 40351
Fax: (606) 783-2585

Dear Mr. Redwine:

I am writing to inform you that following a comprehensive review of the Morehead State University Alumni Association, Inc. 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 entered into as of April 30, 1995, as the same has been amended ("Agreement").

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

The Agreement's expiration date is February 15, 2011.

We have appreciated your endorsement. If you have any questions, please call 1-866-887-3259 and an Affinity Relationship Manager will assist you.

Sincerely,



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

C: Ms. Tami B. Jones
Interim Director of Alumni Association
Morehead State University Alumni Association
150 University Blvd.
Alumni Center
Morehead, KY 40351
Fax: (606) 783-2585