

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and PLYMOUTH STATE COLLEGE ALUMNI ASSOCIATION, having its principal place of business in Plymouth, New Hampshire (hereinafter referred to as "PSCAA") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

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

2. AGREEMENT TO PROVIDE FINANCIAL SERVICES

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

3. RIGHTS AND RESPONSIBILITIES OF PSCAA

- (a) PSCAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. PSCAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. PSCAA further agrees that during the term of this Agreement, no PSCAA publication shall carry advertisements for any other Financial Services.
- (b) PSCAA authorizes MBNA America and TNGS to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) PSCAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either PSCAA's Trademark or the endorsement of PSCAA which shall not be unreasonably withheld or delayed.
- (d) PSCAA shall provide MBNA America and TNGS with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by PSCAA.
- (e) PSCAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America and/or TNGS to PSCAA.
- (f) PSCAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. PSCAA hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by PSCAA during the term of this Agreement. Nothing stated in this Agreement prohibits PSCAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Services.
- (g) PSCAA shall provide MBNA America with a subscription without charge to any and all PSCAA publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA AND TNGS

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America and/or TNGS shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America and/or TNGS shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of PSCAA and TNGS.

(e) MBNA America and TNGS shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of PSCAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by PSCAA.

(f) At no cost to PSCAA, MBNA America shall provide a list of the names and addresses of Customers with active accounts opened under the Program to PSCAA one (1) time in any twelve (12) month period, provided that PSCAA agrees that while this Agreement is in effect plus one (1) year following its termination, PSCAA shall not directly solicit, nor allow any other person to directly solicit, persons whose names appear on such list for Credit Card Services nor sell, rent, lease or otherwise make available such list to any other person.

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

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

7. RATE AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period beginning June 30, 1992 until June 30, 1997. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least 90 (but not more than 180) days prior to the Anniversary Date as it may be extended, to the other party of its intention not to renew.

(b) Schedules A and B are accurate as of June 1, 1992, and MBNA America shall not adjust the rate provisions of these Schedules A and B for 90 days from such date.

(c) MBNA America and TNGS 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 PSCAA to the Members. Upon termination or expiration of this Agreement, PSCAA shall not take action with MBNA America, TNGS or any other person to cause the removal of PSCAA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

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

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

12. MISCELLANEOUS

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

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

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

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

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

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

(i) If to PSCAA:

PLYMOUTH STATE COLLEGE ALUMNI ASSOCIATION
15 Holderness Road
Plymouth, New Hampshire 03264
ATTENTION: Ms. Susan Smith Palmer, Director of Alumni Relations

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. William P. Morrison, Executive Vice President

(iii) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES
855 Boylston Street
Boston, Massachusetts 02116
ATTENTION: Mr. Al Tringali, Senior Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.

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

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

(j) TRANS NATIONAL GROUP SERVICES, is the designation of its trustees for the time being under Declaration of Trust dated November 30, 1988. As between PSCAA and TNGS, PSCAA must look solely to TNGS's assets for the enforcement of any claims against TNGS, as neither the trustees, officers nor beneficiaries of TNGS assume any personal liability for obligations entered into on behalf of TNGS.

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

PLYMOUTH STATE COLLEGE ALUMNI ASSOCIATION

Dated this day of
June , 1992

By: *James Michael Palmer*
Title: *Director of Alumni Relations*

MBNA AMERICA BANK N.A.

Dated this *30* day of
June , 1992

By: *Paul Moran*
Title: Executive Vice President

TRANS NATIONAL GROUP SERVICES

Dated this *1* day of
July , 1992

By: *[Signature]*
Title: Senior Vice President Financial Services

SCHEDULE A

I. RATES

- * There is NO Annual Fee for the first year for the Members.
- * The Annual Fee when applied, is : \$40.00 Gold Credit Card Account, \$20.00 Preferred Credit Card Account; \$12.00 Gold Reserve Revolving Loan Account.
- * The current Annual Percentage Rate for Alumni Members of PSCAA is 18.9%.
- * The current Annual Percentage Rate for Student Members of PSCAA is 18.9%.

II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay PLYMOUTH STATE COLLEGE ALUMNI ASSOCIATION a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Member of PSCAA, which remains open for at least ninety (90) days.
- * \$3.00 for each year a Credit Card Account is renewed by a Member of PSCAA, and an Annual fee is paid by Customer.
- * \$0.15 per retail transaction made by Alumni Members of PSCAA (net refunds and returns).
- * \$0.15 per retail transaction made by Student Members of PSCAA (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

(OFFERED TO ALUMNI MEMBERS ONLY)

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

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- (a) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average ("DMF") seven-day yield.
- (b) Customers receive a separate "Rate Advantage" above the DMF for balances for balances between \$2,500 and \$14,999; between \$15,000 and \$49,000; and for balances \$50,000 and over; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- (c) Customers receive bonus rates for a specified period of time mutually agreed to by MBNA America and PSCAA for accounts and/or deposits obtained from specified direct mail solicitations.
- (d) Customers may write up to three (3) checks per statement cycle.
- (e) Customers shall receive personalized check free of charge (no charge for reorder and no minimum amount required per check).

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

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

III. MMDA AND CD

- (a) All eligible deposits will be insured consistent with FDIC regulations (currently insured to \$100,000 per depositor);
- (b) Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily;
- (c) A minimum deposit of at least \$2,500 is required to establish each account.
- (d) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America (currently no charge for this service if funds are wired within the continental U.S.).

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of PSCAA Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.0041167%) of the average CD deposits of PSCAA Members obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

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ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 19th day of December, 1994, by and between Plymouth State College Alumni Association and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Plymouth State College Alumni Association 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 Plymouth State College Alumni Association; and

WHEREAS, Plymouth State College Alumni Association and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Plymouth State College Alumni Association and MBNA America agree as follows:

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

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

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

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

Plymouth State College Alumni Association

MBNA AMERICA BANK, N.A.

By: Sally Plyler
Name: Sally Plyler
Title: Director of Alumni Relations

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

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 6th day of August, 2007 (the "Effective Date") by and between Plymouth State University Alumni Association (formerly known as Plymouth State College Alumni Association) ("PSUAA"), and FIA Card Services, N.A. (formerly known as MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, PSUAA and Bank, individually and in its capacity as assignee of any and all of Trans National Group Services' rights under the Agreement, are parties to an Agreement last dated July 1, 1992, as the same was amended as of December 19, 1994, (collectively, the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of PSUAA; and

WHEREAS, PSUAA and Bank mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of PSUAA's Program (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, PSUAA 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 definitions are hereby added to Section 1 of the Agreement:
 - (i) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
 - (j) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.
3. The parties agree that the Reward Enhancement is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by PSUAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., World Points).
4. PSUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of PSUAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.
5. The following new Section II.C is hereby added to Schedule A of the Agreement:

"C. REWARD CREDIT CARD ACCOUNTS

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

1. \$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 within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (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, bets, lottery tickets, or casino gaming chips))."

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 Bank's affiliates.

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

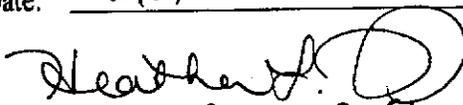
**PLYMOUTH STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: _____

Name: _____

Title: _____

Date: _____

 8/21/07
Heather L. Huckins
 Manager, Purchasing & Contract Svcs

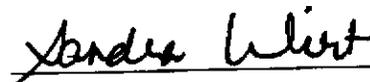
FIA CARD SERVICES, N.A.

By: _____

Name: _____

Title: _____

Date: _____


SANDRA WIRT
 SVP
 9/17/07

CUSTOMER LIST ADDENDUM

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THIS ADDENDUM (the "Addendum") is entered into this 5 day ~~October~~, 2007 by and between Plymouth State University Alumni Association ("PSUAA"); and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, PSUAA and Bank, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an Agreement dated as of July 1, 1992, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of PSUAA; and

WHEREAS, the parties desire to amend the Agreement as provided for herein;

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

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

2. Quarterly during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), Bank shall provide PSUAA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, Bank shall not provide any Customer List or Customer Information otherwise required to be provided by it to PSUAA, and may restrict any use by PSUAA of any Customer List or Customer Information which is provided by Bank to PSUAA, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on Bank.

3. PSUAA shall return to Bank each Customer List, in the same form as received by PSUAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, PSUAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to Bank, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with Bank's then current destruction policy.

4. Any Customer List provided to PSUAA may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to PSUAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when Bank establishes the following:

- (a) that Bank placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and

(c) that identical "dummy" information was not provided by Bank or its affiliates to any third party.

5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of Bank. PSUAA expressly acknowledges and agrees that PSUAA has no property right or interest whatsoever in any Customer List. PSUAA shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by Bank. At all times PSUAA shall keep in confidence and trust all Customer Lists. PSUAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and PSUAA specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by Bank prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of Bank Customers to any financial institution during the term of the Agreement or after the termination of the Agreement.)

6. PSUAA shall have no authority to use the Customer List for any purpose not expressly permitted by Bank in a separate writing. PSUAA shall comply with any reasonable request of Bank with respect to security precautions to maintain the security of the Customer List. PSUAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to PSUAA from time to time. PSUAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of PSUAA who need such access to perform their duties for PSUAA. In view of the confidential nature of the Customer List, PSUAA warrants that PSUAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

7. Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by PSUAA or its employees, volunteers, agents, and/or representatives, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (e.g., names, addresses, etc.) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, PSUAA agrees that Bank shall be entitled to injunctive relief to prevent violation or further violation by PSUAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

8. In the event PSUAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, PSUAA agrees to: (i) immediately notify Bank of the existence, terms and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which Bank designates.

9. 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. 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. The rights and obligations set forth in this Addendum (except Bank's obligation to provide PSUAA with a Customer List) shall survive the termination of the Agreement.

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.

PLYMOUTH STATE UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Joe Long
Name: Joe Long
Title: Alumni Director
Date: 9-7-07

By: Sandra Wirt
Name: SANDRA WIRT
Title: SVP
Date: 10/26/07

Authorized PSU Signatory
Heather L. Huckins 10/5/07

Heather L. Huckins
Manager, Purchasing & Contract Svcs

FIA CARD SERVICES®

Via Overnight Delivery

February 4, 2011

Ms. Susan Smith Palmer
Director of Alumni Relations
Plymouth State University Alumni Association
15 Holderness Road
Plymouth, New Hampshire 03264

Dear Ms. Palmer:

I am writing to inform you that following a comprehensive review of the Plymouth State University Alumni Association (f/k/a Plymouth State College Alumni Association) credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A., as assignee of all of Trans National Financial Services' rights and responsibilities under the Agreement.) ("FIA") has decided not to renew our Agreement last dated July 1, 1992, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement.

The Agreement's expiration date is June 30, 2011.

We have appreciated your endorsement.

Sincerely,



Marc F. Caren
Vice President
FIA Card Services, N.A.