

AMENDED AND RESTATED  
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 31st day of August, 1994 (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 TOWSON STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Towson, Maryland ("TSU ALUMNI").

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

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of TSU ALUMNI and/or other potential participants mutually agreed to by TSU ALUMNI and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

(i) "Trademarks" means any logo, service mark, trade dress, trade name, or trademark used or acquired by TSU ALUMNI during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF TSU ALUMNI

(a) TSU ALUMNI 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 TSU ALUMNI publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

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

(e) Upon the request of MBNA America, TSU ALUMNI shall provide MBNA America with Mailing Lists free of any charge. Such Mailing Lists shall contain at least ten thousand seven hundred sixty seven (10,767) names with corresponding postal addresses and, when available, telephone numbers.

(f) TSU ALUMNI 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 TSU ALUMNI.

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

(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 TSU ALUMNI.

(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 TSU ALUMNI. 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 TSU ALUMNI.

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

### 4. REPRESENTATIONS AND WARRANTIES

(a) TSU ALUMNI and MBNA America each represent and warrant 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) TSU ALUMNI 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 TSU ALUMNI. 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

TSU ALUMNI 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 TSU ALUMNI or MBNA America, respectively as the case may be, or its directors, officers or employees. TSU ALUMNI 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 TSU ALUMNI 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 August 31, 1999. 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 conflicts of law 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 TSU ALUMNI, 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 TSU ALUMNI 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 TSU ALUMNI to the Members. Upon termination of this Agreement, TSU ALUMNI shall not attempt to cause the removal of TSU ALUMNI'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 TSU ALUMNI:

TOWSON STATE UNIVERSITY ALUMNI ASSOCIATION  
7800 York Road, Alumni Services Office  
Towson, Maryland 21204

ATTENTION: Barbara Quinn  
Director of Alumni

(ii) If to MBNA America:

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

ATTENTION: Mr. Terrance R. Flynn  
Senior Executive Vice President

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

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

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

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

TOWSON STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Barbara O'Quinn

Name: Howard C. Wallace

Title: Director Alumni Relations

Title: Howard C. Wallace

EVP



C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 15.9%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the Credit Card Account.
3. \$5.00 (five dollars) for each Gold Credit Card Account renewed by an Alumni Member for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the Credit Card Account.
3. \$0.25 (twenty five cents) for each retail purchase transaction made by an Alumni Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. \$0.15 (fifteen cents) for each retail purchase transaction made by a Student Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based 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. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 16 day of February 1995, by and between TOWSON STATE UNIVERSITY ALUMNI ASSOCIATION ("TSUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TSUAA 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 TSUAA; and

WHEREAS, TSUAA 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, TSUAA and MBNA America agree as follows:

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

\$3.00 (three dollars) for each Preferred 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 Preferred 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 Preferred Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

\$5.00 (five dollars) for each Gold 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 Gold 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 Gold Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

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

3. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any part or its employees, officers or agents shall be valid or binding.

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

TOWSON STATE UNIVERSITY ALUMNI ASSOCIATION

By: \_\_\_\_\_  
Name: Bob McQueen  
Title: Assistant Vice President/Alumni

MBNA AMERICA BANK, N.A.  
By: Howard C. Wallace  
Name: HOWARD C. WALLACE  
Title: EXECUTIVE VICE PRESIDENT

## ADDENDUM

This Addendum (the "Addendum") is entered into this ~~5~~ day of August \_\_\_\_, 1997 by and between TOWSON UNIVERSITY ALUMNI ASSOCIATION ("TUAA") (formerly Towson State University Alumni Association) and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TUAA and MBNA America are parties to an amended and restated agreement dated August 31, 1994 as the same may have been amended by addendum on February 16, 1995, ("Agreement");

WHEREAS, TUAA and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of TUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement; and

WHEREAS, TUAA and MBNA America wish to amend the Agreement to modify certain pricing and Royalty provisions.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used herein but not defined herein are used as defined in the Agreement.
2. The provisions of Paragraph 5 of the Agreement (entitled "Royalties") is hereby amended to include an additional paragraph as follows:

Upon the written request of TUAA, but no more frequently than once in any twelve month period, MBNA America shall provide TUAA with system reports generated by MBNA America containing all the information which formed the basis of the Royalty calculation for the last four (4) Royalty calculations, and which may be disclosed by MBNA America without violating any legal rights of any third party or a legal or contractual obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy, provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at TUAA's expense, if TUAA so requests such accountant certification in its written request for the generation of such reports hereunder.

3. The provisions of Paragraph 9 of the Agreement (entitled "Term of Agreement") are hereby replaced in their entirety and shall read as follows:

The term of this Agreement shall end on August 31, 1999. This Agreement will automatically extend at the end of the initial 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 is applicable.

4. The provisions of Schedule A and Schedule B of the Agreement are hereby replaced in their entirety with the attached Exhibit I which is attached hereto and incorporated by reference.

5. Section 1(b) is hereby amended to read in its entirety as follows:

(b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

6. Section 1(c) is hereby amended to read in its entirety as follows:

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

(i) "Student Customer" means a Customer who is identified by TUAA or the Customer as an undergraduate or graduate student of Towson State University.

(ii) "Alumni Customer" means a Customer who is not a Student Customer.

7. Section 1 is hereby amended by adding a new Section 1(j), which shall read as follows:

(j) "Group Incentive Program" or "GIP" means any marketing or other program whereby TUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

8. Section 1 is hereby amended by adding a new Section 1(k), which shall read as follows:

(k) "GIP Account" means a credit card account opened by a person pursuant to a GIP in which TUAA complies with the GIP provisions of this Addendum.

9. The Agreement is hereby amended by adding a new Section 13 which shall read as follows:

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by TUAA pursuant to any GIP. In that regard, TUAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle TUAA to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement. Following receipt of such notice, MBNA America shall inform TUAA in writing, within 30 days, of the information it needs to approve the GIP. MBNA America's response shall also inform TUAA of any MBNA America services available to assist TUAA with the GIP and the appropriate cost thereof. MBNA America's cost, however, shall not include the cost of reviewing or approving any GIP.

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

(c) In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by TUAA 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 TUAA pursuant to any GIP shall be deducted from any or all compensation payments due TUAA other than the advance under this Addendum or the Agreement.

(e) TUAA 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.

(f) During the term of the Agreement, MBNA America will pay TUAA a Royalty calculated below, for those credit card accounts opened pursuant to a GIP program. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

10. The parties agree that Section 6 of the Agreement is hereby modified by inserting the following paragraph to Section 6:

TSU Alumni's obligation to indemnify however shall be limited as follows:

TUAA retains the right to defend any such claims, actions, and/or suits at its option, and to approve any proposed settlements. MBNA agrees to notify the President of the University, in writing by registered mail, return receipt requested, of any such claims, actions, and/or suits for which indemnity is sought. MBNA agrees that any obligation of TUAA to indemnify MBNA under this section shall be limited to the liability of the State under the Maryland Tort Claims Act, §§12-101 *et seq.*, of the State Government Article, Maryland Annotated Code. MBNA further agrees, and it is expressly understood, that TUAA's obligation to indemnify shall not arise and shall be expressly conditioned upon an appropriation of funds to Towson State University specifically for the purposes of providing indemnification to parties contracting with Towson State University, as required by §7-237 of the State Finance and Procurement Article, Maryland Annotated Code.

11. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

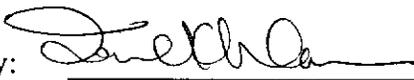
12. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding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

13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed and delivered this Addendum as of the date indicated below, and such party and its representatives warrant that such representative has been duly authorized to execute and deliver this Addendum for and on behalf of such party.

Towson State University  
Alumni Association

MBNA America Bank, N.A.

By: 

By: 

Name: Joanne K. Gasser

Name: JOHN RICHMOND

Title: VP Institutional Advancement

Title: SEVP

8/15/97  
Approved for forward legal signature  
Joanne K. Gasser  
Joanne Gasser

EXHIBIT 1  
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.
2. The current annual percentage rate for Alumni Credit Card Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Student Credit Card Accounts will be a fixed rate of 18.9% or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.90%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>SM</sup> (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 TUAAs a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder, with the exception of the Advance, are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using a Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
5. 0.40% (two fifths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

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. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Alumni 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. \$10.00 (ten dollars) for each Alumni 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.
3. \$10.00 (ten dollars) for each Student 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.

F. ROYALTY ADVANCE.

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to TUAA the sum of seventy five thousand dollars (\$75,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to TUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to TUAA as set forth in this Agreement. Notwithstanding the foregoing, TUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (v) below should occur:

- (i) the Agreement is terminated by TUAA, for reasons other than a material breach by MBNA America, prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) TUAA breaches any of its material obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by TUAA or Towson University from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented by TUAA or Towson University from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited by TUAA or Towson University from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

G. ROYALTY GUARANTEE

TUAA shall be guaranteed to accrue royalties (including without limitation the amount of the Advance) equal to or greater to seventy-five thousand dollars (\$75,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder, shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F. I, above.

## LIST AGREEMENT

This Mailing List Agreement is entered into as of this 1<sup>st</sup> day of October, 1999 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and TOWSON UNIVERSITY FOUNDATION, INC., a 501(c)(3) corporation having its principal place of business in Towson, Maryland ("Foundation") for themselves, and their respective successors and assigns.

WHEREAS, Towson University Alumni Association also known as the Towson State University Alumni Association (the "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 amended and restated affinity agreement dated August 31, 1994, as the same may have been amended by addenda dated February 16, 1995 and August 15, 1997 (the "Alumni Association Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Alumni Association;

WHEREAS, Alumni Association has provided MBNA America with notice pursuant to Section 3 of the August 15, 1997 addenda, of its intent not to renew the Alumni Association Agreement;

WHEREAS, Foundation is an independently established and separately operated legal entity from the University System of Maryland (the "System"), Towson University and the State of Maryland; and

WHEREAS, Foundation and MBNA America enter into this Mailing List Agreement wherein MBNA America agrees to provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of the Foundation.

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

1. DEFINITIONS

When used in this Mailing List Agreement,

- (a) "Agreement" means this Mailing List Agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" means any Credit Card Account that is opened by a Student Member. An "Alumni Credit Card Account" means any Credit Card Account which is not a Student Credit Card Account.
- (c) "Customer" means any Member who is a participant in the Program. A "Student Customer" means any Customer who is an undergraduate or graduate student enrolled at Towson University. An "Alumni Customer" means any Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means: (1) a graduate or undergraduate student of Towson University (each, a "Student Member"); and (2) a member of the Alumni Association and/or other potential participants mutually agreed by the Foundation and MBNA America (each, an "Alumni Member").
- (g) "Original Account" means a credit card account opened in response to marketing efforts of the Financial Services Program developed pursuant to the Alumni Association Agreement. An "Original Student Account" means any Original Account that was opened by a student of Towson University. An "Original Alumni Account" means any Original Account which is not an Original Student Account.
- (h) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (i) "Royalties" means the compensation set forth in Schedule A.
- (j) "Foundation Affiliate" means any entity controlling, controlled by or under the common control with Foundation.

2. RIGHTS AND RESPONSIBILITIES OF FOUNDATION

- (a) Foundation agrees that during the term of this Agreement it will sponsor the Program exclusively and that neither Foundation nor any Foundation Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; and (ii) 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. Notwithstanding anything else in this Agreement to the contrary, Foundation may: (i) accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Foundation of said financial institution or the advertised Financial Service Product; and (ii) solicit proposals for programs offering, or discuss with any organization, the providing of any Financial Service Products of any organization during the last ninety (90) days of the term of this Agreement.
- (b) Foundation agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program, provided that the Foundation shall have no obligation to release information which is prohibited by law from disclosure.
- (c) Foundation authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) Upon the request of MBNA America, Foundation shall provide MBNA America with Mailing Lists free of any charge (other than as set forth in Section 5). In the event that MBNA America incurs a cost because of a charge assessed by Foundation or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due Foundation. Foundation shall provide the initial Mailing List, containing at least 68,500 non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, as soon as possible but no later than thirty (30) days after Foundation's execution of this Agreement.
- (e) Foundation 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 Foundation. Notwithstanding the above, Foundation may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Foundation. Any correspondence received by Foundation that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

- (f) Foundation 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 Foundation. Notwithstanding the above, Foundation may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Foundation. Any correspondence received by Foundation that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.
- (g) So long as the Foundation has the right to advertise on Towson University's Internet site, it shall permit MBNA America to advertise the Program at prominent locations designated by the Foundation within the Internet site of Towson University. MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. Foundation shall, or shall cause Towson University to, modify or remove such advertisements within seventy-two (72) hours of MBNA America's request.

### 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 Foundation.
- (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 Foundation.
- (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 Foundation. 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 shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Foundation.
- (f) Once per year, in the case where MBNA America, at its cost, has sent the Mailing List to National Change of Address Service ("NCOA"), after MBNA America receives the

Mailing List back from NCOA it agrees to give the Foundation a copy of such Mailing List.

4. REPRESENTATIONS AND WARRANTIES

- (a) Foundation 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) The Foundation represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it is a separate legal entity or organization and that there is no entity or organization (including any organization associated with Towson University or the Alumni Association) that has access to the Mailing List or that can grant the right to use the Mailing List in connection with any Financial Services.
- (c) The parties understand that the Foundation must comply with Maryland law and System policies that require the parties with whom the Foundation contracts, know and agree that the Foundation's contractual obligations shall not be an obligation of the System, Towson University or the State of Maryland.

5. ROYALTIES

- (a) Effective October 1, 1999, through the term of this Agreement, MBNA America shall pay Royalties to Foundation. Royalties will not be paid without a completed Schedule B. Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

- (b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Foundation with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, the number of retail purchase transactions and the cash advance and cash equivalent dollar volume AND/OR finance charge dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. CROSS INDEMNIFICATION

Foundation and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, 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 Foundation or MBNA America, respectively as the case may be, or its directors, officers or employees. 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. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Foundation shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least sixty (60) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. 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. It is understood, however, that the laws of the State of Maryland and System policies relating to affiliated foundations shall apply to the Foundation and its relationship with Towson University and the Alumni Association. Additionally, it is understood

that nothing in this Agreement waives the sovereign immunity, if any, of the State of Maryland and its agencies, including Towson University.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by MBNA America or Foundation, 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 Foundation 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. If any written agreement concerning a financial service program between the parties is terminated, for whatever reason, than this Agreement shall terminate immediately (if the termination of the first agreement is by mutual consent of the parties, insolvency of a party or like event, or due to the expiration of its term), or terminate upon written notice to the other party from the party entitled to terminate the first agreement.
- (c) Upon termination of this Agreement, MBNA America agrees that it will not claim any right, title, or interest in the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.
- (d) MBNA America and the Foundation shall have the right to prior review and approval of any written notice in connection with, relating or referring to the termination of this Agreement communicated by Foundation to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement.

11. 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, 7, 10(c), and 10(d) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Foundation:

Towson University Foundation, Inc.  
7800 York Road  
Towson, MD 21252-0001

ATTENTION: Megan Rock  
Executive Vice President

Fax #: (410) 830-4740

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Wilmington, Delaware 19884-0181

ATTENTION: John C. Richmond  
Senior Executive Vice President

Fax# (302) 432-0135

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

- (g) This Agreement contains the entire agreement of the parties with respect to the Mailing Lists provided herein and supersedes all prior promises and agreements, written or oral, with respect to the Mailing Lists provided herein. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, Foundation 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 Foundation. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

- (h) MBNA America and Foundation 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 Foundation and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.
- (k) 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.
- (l) This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the as of the date first above written.

TOWSON UNIVERSITY  
FOUNDATION, INC.

MBNA AMERICA BANK, N.A.

By: Megan A. Rock  
Name: Megan A. Rock  
Title: Exec. Vice President  
Date: Sept. 28, 1999

By: William P. Morone  
Name: William P. Morone  
Title: SVP  
Date: 10/8/99

## SCHEDULE A

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Foundation 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. \$0.10 (ten cents) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$0.30 (thirty cents) for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.05% (five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.05% (five one hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
5. 0.04% (four one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

#### B. ORIGINAL ACCOUNTS

1. \$0.30 (thirty cents) for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the

opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

2. 0.05% (five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni 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)).
3. 0.05% (five one hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
4. 0.04% (four one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

TOWSON UNIVERSITY FOUNDATION, INC.  
ROYALTY AGREEMENT

This Agreement is entered into as of this 1<sup>st</sup> day of October, 1999 (the "Effective Date"), by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and TOWSON UNIVERSITY FOUNDATION, INC., a 501(c)(3) corporation having its principal place of business in Towson, Maryland ("Foundation") for themselves, and their respective successors and assigns.

WHEREAS, Towson University Alumni Association also known as the Towson State University Alumni Association (the "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 amended and restated affinity agreement dated August 31, 1994, as the same may have been amended by addenda dated February 16, 1995 and August 15, 1997 (collectively, the "Alumni Association Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Alumni Association;

WHEREAS, Alumni Association has provided MBNA America with notice pursuant to Section 3 of the August 15, 1997 addenda, of its intent not to renew the Alumni Association Agreement;

WHEREAS, Foundation is an independently established and separately operated legal entity from the University System of Maryland (the "System"), Towson University and the State of Maryland; and

WHEREAS, Foundation and MBNA America enter into this Agreement wherein MBNA America agrees to provides certain financial services to certain persons by or on behalf of the Foundation.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Foundation 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. A "Student Credit Card Account" means any Credit Card Account that is opened by a Student Member. An "Alumni Credit Card Account" means any Credit Card Account which is not a Student Credit Card Account.
- (c) "Customer" means any Member who is a participant in the Program. A "Student Customer" means any Customer who is an undergraduate or graduate student enrolled at Towson University. An "Alumni Customer" means any Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs.
- (e) "Member" means: (1) a graduate or undergraduate student of Towson University (each, a "Student Member"); and (2) a member of the Alumni Association and/or other potential participants mutually agreed by the Foundation and MBNA America (each, an "Alumni Member").
- (f) "Original Account" means a credit card account opened in response to marketing efforts of the Financial Services Program developed pursuant to the Alumni Association Agreement. An "Original Student Account" means any Original Account that was opened by a student of Towson University. An "Original Alumni Account" means any Original Account which is not an Original Student Account.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Foundation during the term of this Agreement.
- (j) "Foundation Affiliate" means any entity controlling, controlled by or under the common control with Foundation.

2. RIGHTS AND RESPONSIBILITIES OF FOUNDATION

- (a) Foundation agrees that during the term of this Agreement: it will endorse the Program exclusively and that neither Foundation nor any Foundation Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) endorse, advertise, aid, develop, 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; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Foundation may: (i) accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Foundation of said financial institution or the advertised Financial Service Product; and (ii) solicit proposals for programs offering, or discuss with any organization, the providing of any Financial Service Products of any organization during the last ninety (90) days of the term of this Agreement.
- (b) Foundation agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the license granted herein and the endorsement of the Program, provided that the Foundation shall have no obligation to release information which is prohibited by law from disclosure.
- (c) Foundation authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) Foundation shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Foundation. In the event such costs exceed Royalties then due Foundation, Foundation shall promptly reimburse MBNA America for all such costs.
- (e) Foundation 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 Foundation. Notwithstanding the above, Foundation may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Foundation. Any correspondence received by Foundation that is intended for MBNA America (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

- (f) Foundation 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 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. Foundation shall provide MBNA America all Trademark production materials (*e.g.*, camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after Foundation's execution of this Agreement. Nothing stated in this Agreement prohibits Foundation 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.
- (g) In no event shall the Foundation require MBNA America to reissue new credit card plastics bearing a Trademark to the Original Accounts, until the expiration date of each Original Account and in such event, MBNA America shall only reissue new credit devices to Original Accounts if at the expiration of such account, each account meets MBNA America's then current reissue criteria.
- (h) So long as the Foundation has the right to advertise on Towson University's Internet site, it shall permit MBNA America to advertise the Program at prominent locations designated by the Foundation within the Internet site of Towson University. MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle Foundation to the compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. Foundation shall, or shall cause Towson University to, modify or remove such advertisements within seventy-two (72) hours of MBNA America's request.

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 Foundation.
- (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 Foundation. 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 shall not be subject to this Agreement; provided however that

MBNA America will not use this separate information in a manner that would imply an endorsement by Foundation.

4. REPRESENTATIONS AND WARRANTIES

- (a) Foundation 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) Foundation 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. Foundation further represents and warrants to MBNA America as of the date hereof that it is a separate entity or organization and that there is no entity or organization (including any organization associated with Towson University or the Alumni Association) that can use, license or sub-license the Trademarks in connection with any Financial Service Products. Throughout the term of this Agreement, Foundation agrees to use its best efforts to remain an affiliated foundation of the System and to insure there is no entity or organization other than the Foundation (including any organization associated with Towson University or the Alumni Association) that can use, license or sub-license the Trademarks in connection with any Financial Service Products.
- (c) The parties understand that the Foundation must comply with Maryland law and System policies that require the parties with whom the Foundation contracts, know and agree that the Foundation's contractual obligations shall not be an obligation of the System, Towson University or the State of Maryland.

5. ROYALTIES

- (a) Effective October 1, 1999, through the term of this Agreement, MBNA America shall pay Royalties to Foundation. 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.
- (b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Foundation with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, the number of retail purchase transactions and the cash advance and cash equivalent dollar volume AND/OR finance charge dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. CROSS INDEMNIFICATION

Foundation and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, 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 Foundation or MBNA America, respectively as the case may be, or its directors, officers or employees. Foundation 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.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Foundation shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least sixty (60) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

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. It is understood, however, that the laws of Maryland and System policies relating to affiliated foundations shall apply to the Foundation and its relationship with Towson University and the Alumni Association. Additionally, it is understood that nothing in this Agreement waives the sovereign immunity, if any, of the State of Maryland and its agencies, including Towson University.

11. TERMINATION

- (a) In the event of any material breach of this Agreement by MBNA America or Foundation, 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 Foundation 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 10(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. However, MBNA America may conclude all solicitation that is required by law.
- (d) MBNA America and the Foundation shall have the right to prior review and approval of any written notice in connection with, relating or referring to the termination of this Agreement to be communicated by Foundation or MBNA America to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Foundation shall not attempt to cause the removal of Foundation's identification or

Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

- (1) If to Foundation:

Towson University Foundation, Inc.  
8000 York Road  
Towson, MD 21252-0001

ATTENTION: Megan Rock  
Executive Vice President

Fax #: (410) 830-4740

- (2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Wilmington, DE 19884-0181

ATTENTION: John C. Richmond  
Senior Executive Vice President

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

- (g) This Agreement contains the entire agreement of the parties with respect to the license granted herein and the sponsorship of the Program and supersedes all prior promises and agreements, written or oral, with respect to such license and sponsorship. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, Foundation 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 consent of Foundation. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) MBNA America and Foundation 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 Foundation and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.
- (k) 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.
- (l) This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the as of the date first above written.

TOWSON UNIVERSITY  
FOUNDATION, INC.

MBNA AMERICA BANK, N.A.

By: Megan A. Rock

By: William P. Morrison

Name: Megan A. Rock

Name: William P. Morrison

Title: Executive Vice Presid.

Title: SEVP

Date: September 28, 1999

Date: 10/8/99

## 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.
2. For Alumni Customers the current annual percentage rate will be a fixed rate of 12.99%, or a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. For Student Customers the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Foundation 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. \$0.90 (ninety cents) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.70 (two dollars and seventy cents) for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.45% (forty-five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.45% (forty-five one hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
5. 0.36% (thirty-six one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

#### B. ORIGINAL ACCOUNTS

1. \$2.70 (two dollars and seventy cents) for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
2. 0.45% (forty-five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni 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)).

3. 0.45% (forty-five one hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
4. 0.36% (thirty-six one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

### C. ROYALTY ADVANCES

1. Upon full execution of this Agreement, MBNA America shall pay to the Foundation the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "First Advance") as an advance against future Royalties, subject to the provisions set forth below. Upon each annual anniversary of the Effective Date during the initial term of this Agreement, MBNA America shall pay to the Foundation the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and each of the Subsequent Advances are collectively referred to as the "Advances". All Royalties accrued pursuant to this Agreement and the mailing list agreement executed by the parties as of the same date hereof (the "Mailing List Agreement") shall, in lieu of direct payment to the Foundation, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter pursuant this Agreement and the Mailing List Agreement shall be paid to the Foundation as set forth in this Agreement and the Mailing List Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to the Foundation, and (y) the Foundation hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America pursuant to this Agreement and the Mailing List Agreement and the total amount of accrued Royalties pursuant to this Agreement and the Mailing List Agreement credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) the Mailing List Agreement is terminated prior to the end of the initial term
- (iii) the Foundation materially breaches any of its obligations under this Agreement or the Mailing List Agreement;

- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
  - (v) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
  - (vi) MBNA America is prohibited from conducting at least six (6) on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve-month period during the term of the Agreement.
2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to the Foundation in prior years pursuant to this Agreement and the Mailing List Agreement, and pays the Foundation Royalties accrued by the Foundation over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

#### D. ROYALTY GUARANTEE

Foundation shall be guaranteed to accrue Royalties (as such term is defined in this Agreement and in the Mailing List Agreement (executed by the parties as of the same date hereof)) equal to or greater than nine hundred thousand dollars (\$900,000) (the "Guarantee Amount") by the end of the full initial term of this Agreement and the Mailing List Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement and the Mailing List Agreement, the Foundation has not accrued nine hundred thousand dollars (\$900,000) in Royalties pursuant to this Agreement and the Mailing List Agreement, MBNA America will pay Foundation an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Foundation during the initial term of this Agreement and the Mailing List Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection C.1., above.

**Part 3 - Certification:** I certify under penalties of perjury that the Taxpayer Identification Number I have provided is correct.

Person completing this form: John S. Mease, Jr. Please provide address if different:

Signature:



Date:

9/28/99 Phone: (410) 930-2040

**TOWSON UNIVERSITY  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of October, 2004 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), TOWSON UNIVERSITY an entity of the state of Maryland, having its principal place of business in Towson, Maryland on behalf of itself and its alumni association ("Towson"), and Towson University Foundation, Inc. ("Foundation"), a 501 (c) (3) corporation, for themselves, and their respective successors and assigns.

WHEREAS, Foundation and MBNA America are parties to a royalty agreement dated October 1, 1999 (the "Royalty Agreement"); and

WHEREAS, Foundation and MBNA America are parties to a list agreement dated October 1, 1999 (the "List Agreement" and together with the Royalty Agreement, the "Original Agreement"); and

WHEREAS, Foundation has provided MBNA America with notice of its intent not to renew the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C and Attachment #1.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program. This definition does not include the OneCard as the same is currently structured and delineated as of the date of this Agreement.
- (e) "Towson Affiliate" means any entity controlling, controlled by or under common control with Towson.

(f) "Mailing List" means an updated and current list and/or magnetic tape in a format included on Attachment #2, or in a format mutually agreed upon by MBNA America and Towson containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(g) "Member" means: (i) an undergraduate or graduate student of Towson University (each a "Student Member"); and (ii), alumni of the University, a member of the University's alumni association, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by Towson and MBNA America (each an "Alumni Member").

(h) "OneCard" means Towson's identification card which includes a debit card feature but does not include a credit feature.

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

(j) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.

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

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

## 2. RIGHTS AND RESPONSIBILITIES OF ALUMNI ASSOCIATION

(a) Towson agrees that during the term of this Agreement it shall support the Program exclusively and that Towson, and any Towson Affiliate shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America, except to the extent, if any, as required by law. Notwithstanding anything else in this Agreement to the contrary, Towson may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Towson of said financial institution or the advertised Financial Service Product. MBNA America and Towson understand and agree that Towson contracts with a financial institution

(currently Chevy Chase Bank) to provide banking services on campus to Members (the "On-Campus Bank"). This Agreement does not preclude the On-Campus Bank from offering Financial Service Products to Members provided that: (1) the Financial Service Products offered by the On-Campus Bank and the advertisements and solicitations for such Financial Service Products do not utilize or bear a Trademark; and (2) Towson, or any Towson Affiliate shall not provide Mailing Lists to the On-Campus Bank (except to the extent, if any, required by law).

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

(c) Towson authorizes MBNA America to solicit its Alumni Members by mail, direct promotion, internet, advertisements, e-mail and/or telephone for participation in the Program. The parties understand and agree that MBNA America will not directly market this Program to Student Members, unless the campaign is approved by Towson; however, Student Members may submit applications to MBNA America for a financial service product offered under this Program as a result of certain marketing and advertisements for the Program.

(d) Towson shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Foundation. In the event such costs exceed Royalties then due Foundation, Foundation shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, Towson shall provide MBNA America with the Mailing List free of any charge; provided, however, that Towson shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Towson not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by Towson or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Foundation. Towson shall provide the first Mailing List, containing at least sixty-eight thousand (68,000) non-duplicate names (of persons at least eighteen years of age) with corresponding postal addresses and, when available, telephone numbers and e-mail addresses, as soon as possible but no later than thirty (30) days after Towson's execution of this Agreement.

(f) Towson shall, and shall cause any Towson Affiliate to, 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 Towson. Notwithstanding the above, Towson may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Towson. Towson may choose to respond to individual inquiries about the Program from its Members by instructing such Members to contact MBNA America directly for follow up and response. Any correspondence received by Towson that is intended for MBNA America (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the

MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) Towson 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 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. Towson shall provide MBNA America all Trademark production materials (*e.g.*, camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after Towson's execution of this Agreement. Nothing stated in this Agreement prohibits Towson 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) In the event Towson permits MBNA America to market the Program at certain Towson events, then Towson shall provide to MBNA America the opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement Towson.

(i) Towson will continue to provide a link on its alumni association internet site to another internet site to enable a person to apply for a Credit Card Account. MBNA America will be responsible for the design of such link and will provide Towson with the software needed to place the link on Towson's alumni association internet site. Towson shall modify or remove such link within twenty-four (24) hours of MBNA America's request.

### 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 Towson.

(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 Towson.

(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 Towson. 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 shall not be subject to this Agreement; provided however that

MBNA America will not use this separate information in a manner that would imply an endorsement by Towson.

4. REPRESENTATIONS AND WARRANTIES

(a) Towson 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) Towson 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, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. Towson further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including the alumni association and Foundation or any organization associated with Towson) that can use, license or sub-license Trademarks in connection with any Financial Service Products, that has access to the Mailing List (except to the extent, if any, as required by law) in connection with any Financial Service Products or that can grant marketing access to any Towson athletic event in connection with any Financial Service Products (as defined on page 1, paragraph 1(d)). Towson will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Foundation. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). 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.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Foundation with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. 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.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America, Foundation, and Towson shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority provided that Towson immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information 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 Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2009. This Agreement will automatically extend at the end of the initial 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.

9. TERMINATION

- (a) In the event of any material breach of this Agreement by MBNA America or Towson, 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 Towson becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(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 to be communicated by Towson or any Towson Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Towson shall not attempt to cause the removal of Towson'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.
- (e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.
- (f) For a one (1) year period following the termination of this Agreement for any reason, Towson agrees that neither Towson nor any Towson Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Towson may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Towson provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

10. 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 4(b), 7, 9(c), 9(d) and 9(f) shall survive any termination of this Agreement.

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

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

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

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

(1) If to Towson:

TOWSON UNIVERSITY  
8000 York Road  
Towson, MD 21252-0001

ATTENTION: Lori Armstrong  
Executive Director, Alumni Association

Fax #: (410) 704-2328

(2) If to MBNA America:

MBNA AMERICA BANK, N. A  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432- 0262

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, Towson 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 Towson.

(h) MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(i) MBNA America and Towson 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.

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

(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 or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

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

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

TOWSON UNIVERSITY  
for itself and its alumni association

By: Lori Armstrong  
Name: LORI ARMSTRONG  
Title: Exec. Dir. Alumni Assoc.  
Date: 9/15/04

MBNA AMERICA BANK, N.A.

By: Thomas W. Brooks  
Name: Thomas W. Brooks  
Title: Senior EVP  
Date: 10/15/04

TOWSON UNIVERSITY FOUNDATION, INC.

By: Gary N. Rubin  
Name: GARY N. RUBIN  
Title: V.P. University Advancement  
Date: 9/15/04

## 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.
2. For new Alumni Credit Card Accounts, the current annual percentage rate is 7.9%.
3. For new Student Credit Card Accounts, the current annual percentage rate is 9.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

#### B. REWARD ENHANCEMENT

"Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is 7.9%.
3. The Reward Enhancement may be marketed under another name (*e.g.*, World Points), as determined by MBNA America from time to time, in its sole discretion.

#### C. 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.
2. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.

3. The customer may request more checks from MBNA America on a periodic basis.

D. GOLD OPTION ACCOUNTS

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

1. There is no annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers' needs.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Foundation a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for Towson 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. 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.
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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. From the Effective Date up through and including September 30, 2006: 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
6. From October 1, 2006 up through and including September 30, 2008: 0.10% (one tenth of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B notwithstanding any other provision of this Agreement.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$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.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.]

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.]

E. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

D. ROYALTY ADVANCES

1. Within forty-five (45) days after the following dates MBNA America will pay to Foundation the following sums:

<u>Date</u>	<u>Amount of Advance</u>
October 1, 2004	Ninety Thousand Dollars (\$90,000)
October 1, 2005	Ninety Thousand Dollars (\$90,000)
October 1, 2006	Seventy Thousand Dollars (\$70,000)
October 1, 2007	Seventy Thousand Dollars (\$70,000)
October 1, 2008	Fifty Thousand Dollars (\$50,000)

(each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Foundation, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Foundation as set forth in this Agreement. Notwithstanding the

foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Towson hereunder, and (y) Towson hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement terminates and the amount of the Advances have not been fully recouped by MBNA America;
- (ii) Towson breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to Foundation in prior years, and pays Foundation Royalties accrued by Foundation over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

## ATTACHMENT #1

### I. OPPORTUNITIES

- (a) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. The Locations shall be at prominent locations and will be mutually agreed upon by Towson and MBNA America.
- (b) Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (c) Four (4) parking permits/passes for each game at which MBNA America will be conducting direct promotion events.
- (d) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.

**TERM EXTENSION ADDENDUM  
TOWSON UNIVERSITY AFFINITY AGREEMENT**

THIS ADDENDUM (the "**Addendum**") is entered into as of this 1st day of October, 2008 (the "**Addendum Effective Date**"), by and between Towson University on behalf of itself and its alumni association ("**Towson**"), Towson University Foundation, Inc. ("**Foundation**"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("**Bank**"), for themselves and their respective successors and assigns.

WHEREAS, Towson, Foundation and Bank are parties to an Affinity Agreement dated as of October 1, 2004 (the "**Agreement**"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of Towson; and

WHEREAS, Towson and Bank mutually desire to extend the term of the Agreement and make certain other changes contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Towson 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 current term of the Agreement is hereby extended to end on September 30, 2014. 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. Section 1 of the Agreement is hereby amended by adding the following new definitions:
  - "**Applicable Law**" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.
  - "**Deposits**" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.
  - "**Deposit Account**" means a consumer deposit account opened pursuant to the Program.

**"Eligible Royalties"** means all Royalties that accrue and are payable under Schedule B of the Agreement.

**"Emerging Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**"Gold Option Account"** means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

**"Gold Reserve Account"** means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

**"Reward Enhancement"** means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g. World Points), as determined by Bank from time to time, in its sole discretion.

4. A new Section 3(f) is hereby added to the Agreement as follows:

"(f) Notwithstanding anything contained in the Agreement to the contrary, Towson acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using Towson's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless Towson consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g. Online Banking and \$0 Trade)."

5. A new Section 5(c) is hereby added to the Agreement as follows:

"(c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify Towson in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within sixty (60) business days after Towson's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to Towson, upon ninety (90) days advance written notice."

6. Sections 9(d) and 9(e) are hereby deleted in their entireties and replaced with the following:

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

(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) (“Event”), Bank may notify Towson in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within sixty (60) business days after Towson's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to Towson, upon ninety (90) days advance written notice.”

7. Section 10(1) of the Agreement is hereby amended by deleting subsection (2) in its entirety and replacing it with the following new subsection (2):

“(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821”

8. Section 10(h) of the Agreement is hereby amended by deleting the last sentence in its entirety.

9. Schedules A and B of the Agreement are hereby deleted in their entireties and replaced with a new Schedule B on Attachment #1, attached hereto and made a part hereof.

10. 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.

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

**TOWSON UNIVERSITY**  
for itself and its alumni association

**FIA CARD SERVICES, N.A.**

By: Lori Armstrong  
Name: LORI Armstrong  
Title: Assoc. V.P. Alumni  
Date: 2-11-09

By: Jake Fryd  
Name: Jake Fryd  
Title: SVP  
Date: 3/17/09

**TOWSON UNIVERSITY FOUNDATION, INC.**

By: Gary Rubin  
Name: Gary Rubin  
Title: Executive Vice President  
Date: 2-11-09

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Foundation a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for Towson 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.
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 (0) as of the last processing day of every twelfth (12<sup>th</sup>) 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. 0.50% (fifty 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. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

#### B. 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.

2. \$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 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 Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Credit Card Account may renew every twelve (12) 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 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

C. EMERGING ACCOUNTS

Emerging 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 Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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.
2. \$3.00 (three dollars) for each Emerging 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 Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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)).

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

F. DEPOSIT ACCOUNTS

During the term of this Agreement, Foundation will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section E, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to Foundation on any existing deposit account that is converted to the Program.

However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section 4 below, or otherwise.

1. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
3. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
4. 0.10 % (ten basis points) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

G. ROYALTY ADVANCES.

- [Handwritten initials]*  
*[Handwritten: 4-8-09]*  
*[Handwritten: 4/10/09]*
1. ~~Upon full execution of this Addendum, and~~ upon each annual anniversary of the Addendum Effective Date (beginning October 1, 2009 through and including October 1, 2013) during the initial term of this Agreement, Bank shall pay to Foundation the sum of ninety thousand dollars (\$90,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to Foundation, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to Foundation as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Foundation hereunder, and (y) Foundation hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the

Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to September 30, 2014;
- (ii) Foundation breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and
- (v) Bank shall not be prohibited from conducting promotion campaigns at alumni sponsored events during each consecutive twelve (12) month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to Foundation in prior years, and pays Foundation Royalties accrued by Foundation over and above the Royalties used by Bank to recoup such prior Advances (the "**Paid Out Royalties**"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

#### H. ROYALTY GUARANTEE

Foundation shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than four hundred fifty thousand dollars (\$450,000) (the "**Guarantee Amount**") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Foundation has not accrued \$450,000 in Royalties, Bank will pay Foundation an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Foundation during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

#### I. ACCOUNT BONUS

During the term of the Agreement, as long as the Agreement is in full force and effect, Bank will pay to Foundation the amounts indicated in the table below (each a "Bonus Payment") the first time that aggregate outstanding loan balances on consumer Credit Card Accounts ("Outstanding Balances") reach each applicable threshold ("Outstanding

Balances Threshold"). For clarification, Foundation will qualify for a Bonus Payment upon reaching each of the Outstanding Balances Thresholds the first time each of the Outstanding Balances Threshold is reached. On the last day of each calendar quarter, during the term of the Agreement, Bank will measure the Outstanding Balances to determine whether Foundation qualifies for a Bonus Payment for that calendar quarter. If Foundation qualifies for a Bonus Payment on the last day of a particular calendar quarter, then Bank will pay such Bonus Payment within forty-five (45) days following the end the calendar quarter in which the Bonus Payment was earned. For the avoidance of doubt, Foundation agrees that if the Outstanding Balances reach a particular Outstanding Balances Threshold (e.g. \$13,900,000) on June 30 then subsequently fall below \$13,900,000 on September 30, Bank will not be obligated to pay any additional Bonus Payments if the \$13,900,000 Outstanding Balances Threshold is reached again. The maximum Bonus Payment amount that Foundation could qualify for during the term of the Agreement is \$50,000.

Outstanding Balances Threshold	Bonus Payment
\$13,900,000	\$10,000
\$14,600,000	\$10,000
\$15,400,000	\$10,000
\$16,100,000	\$10,000
\$16,900,000	\$10,000