

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION, an alumni association having its principal place of business in Orono, Maine (hereinafter referred to as "UMGAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means October 31, 1998 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, and travel and entertainment card services, deposit services and long distance calling card services.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of UMGAA plus other participants mutually agreed to by UMGAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, tradaddress, tradename, or trademark presently used or acquired by UMGAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE FINANCIAL SERVICES

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

3. RIGHTS AND RESPONSIBILITIES OF UMGAA

(a) UMGAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. UMGAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. UMGAA further agrees that during the term of this Agreement, no UMGAA publication shall carry advertisements for any other Financial Services.

(b) UMGAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) UMGAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either UMGAA's Trademark or the endorsement of UMGAA which shall not be unreasonably withheld or delayed.

(d) UMGAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UMGAA.

(e) UMGAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UMGAA.

(f) UMGAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UMGAA hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by UMGAA during the term of this Agreement. Nothing stated in this Agreement prohibits UMGAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Services.

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

(h) UMGAA shall not allow, permit, license, condone or encourage the solicitation or advertisement of Financial Services by any organization, group or provider of Financial Services, other than MBNA America, on any property owned, leased or operated by UMGAA."

4. 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 approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of UMGAA.

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

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

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

7. RATE AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period beginning October 31, 1993 until October 31, 1998. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedules A and B are accurate as of October 1, 1993, and MBNA America shall not adjust the rate provisions of these Schedules A and B for 90 days from such date.

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

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

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

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

12. MISCELLANEOUS

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

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

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

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

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

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

(i) If to UMGAA:

UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION
Crossland Alumni Center
Orono, Maine 04469-0147
ATTENTION: Mr. H. Maxwell Burry, President

(ii) If to MBNA America:

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

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

If UMGAA is providing MBNA America with notice pursuant to Section 9 (a) herein, UMGAA 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 and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.

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

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

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

Subject to MBNA America's Right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- * There is NO Annual Fee for the first year for the Members.
- * There is NO Annual Fee for the first two years for the UMGAA/Key Bank cardholders who convert to the MBNA America card. UMGAA will provide MBNA America with a list of those Members who are UMGAA Key Bank cardholders.
- * The Annual Fee when applied, is : \$12.00 Gold Credit Card Account
\$12.00 Preferred Credit Card Account
- * The current Annual Percentage Rate for Alumni will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- * The current Annual Percentage Rate for Students will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- * Customers will be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

- * There is NO Annual Fee for the first year for the first six (6) months for the Members.
- * The Annual Fee for the second six (6) months, when applied, is \$7.50.
- * Thereafter the Annual Fee, when applied, is \$15.00.
- * The current Annual Percentage Rate is 16.9%.

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

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

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

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS **(OFFERED TO ALUMNI MEMBERS ONLY)**

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

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- (a) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average ("DMF") seven-day yield.
- (b) Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- (c) Customers may write up to three (3) checks per statement cycle.
- (d) Customers shall receive personalized check free of charge (no charge for reorder and no minimum amount required per check).

II. GOLD CERTIFICATE CD ACCOUNT ("CD")

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

III. MMDA AND CD

- (a) All eligible deposits will be insured consistent with FDIC regulations (currently insured to \$100,000 per depositor);
- (b) Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily;
- (c) A minimum deposit of at least \$2,500 is required to establish each account.
- (d) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of UMGAA Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of UMGAA Members obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

10/12/93

**ADDENDUM TO THE
UNIVERSITY OF MAINE
GENERAL ALUMNI ASSOCIATION**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 22nd day of 1994, by and between the UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION ("UMGAA") and MBNA AMERICA BANK, N.A. ("MBNA America), for themselves and their respective successors and assigns.

WHEREAS, UMGAA and MBNA America are parties to an affinity agreement wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UMGAA; and

WHEREAS, UMGAA and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard product ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of UMGAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. UMGAA agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by UMGAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, UMGAA will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, UMGAA shall not take action to cause the removal of UMGAA's

identification, trademark, trade dress, service mark, logo, or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, UMGAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UMGAA represents and warrants that UMGAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

UNIVERSITY OF MAINE GENERAL
ALUMNI ASSOCIATION

By:

Name:

Title:

H. Maxwell Berry
H. MAXWELL BERRY
PRESIDENT

MBNA AMERICA BANK, N.A.

By:

Name:

Title:

Frank Burger
Frank Burger
Vice President

9/1/94

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below), as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA's rights under the Agreement, as amended. Terms of the benefits will be stated in the benefits brochure supplied to each Customer.

A) The current Annual Fee for each business card issued to an individual or business entity pursuant to the BusinessCard program ("Customer"):

- ** \$40.00 per card for the first five (5) cards.
- ** \$30.00 per card for cards six (6) through twenty-four (24).
- ** \$25.00 per card for all additional cards.

B) If a Customer initially has five or fewer cards and then grows to have six or more, the first five cards will be charged the \$40.00 Annual Fee. Upon receipt of a sixth card, that card and all additional cards will be charged the \$30.00 Annual Fee and the initial five cards will convert from \$40.00 to \$30.00 fees at their next anniversary date. If a Customer has less than twenty-five (25) cards but more than six (6) cards, each of said cards will be assessed the \$30.00 Annual Fee. Upon receipt of the twenty-fifth card, that card and all additional cards will be charged the \$25.00 Annual Fee and the initial twenty-four cards will convert from \$30.00 to \$25.00 at their next anniversary date. MBNA America reserves the right to make special pricing offers to select Customer and/or cardholders at its own discretion.

C) The current Annual Percentage Rate will be a fixed rate of 17.9%.

D) Subject to UMGAA and MBNA America establishing a BusinessCard account relationship, any BusinessCard cards that may be issued directly to UMGAA for its business use by UMGAA's employees will be priced as follows:

- ** No Annual Fee for the first five cards.
- ** \$10.00 per card for all additional cards.

II. COMPENSATION FOR BUSINESSCARD ACCOUNTS

A) \$4.00 for each new BusinessCard credit card account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a BusinessCard Credit Card Account").

- B) \$5.00 for each BusinessCard Credit Card Account each year that the account is renewed and the applicable Annual Fee is paid by the Customer; provided however, that if the Annual Fee on the account is less than \$10.00, no renewal compensation shall be paid.

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts are exclusive of accounts which do not have active charging privileges.

**CUSTOMER LIST ADDENDUM
TO THE UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 14th day of September, 1994 by and between University of Maine General Alumni Association ("UMGAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMGAA 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 UMGAA; and

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Upon the request of UMGAA, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). UMGAA shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.
3. Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. UMGAA shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, UMGAA warrants that UMGAA and all its employees, volunteers, agents and/or representatives of UMGAA who work with any Customer List shall be made aware of the obligations contained in this Addendum and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. UMGAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.
4. Because the nature of each Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by UMGAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00)

for each use of each name, address or other type or category of information used in violation of this Addendum, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach. In addition, UMGAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UMGAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement.

5. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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.

UNIVERSITY OF MAINE GENERAL
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *H. Maxwell Berry*

By: *Harold C. Dillie*

Name: H. MAXWELL BERRY

Name: _____

Title: PRESIDENT

Title: SUP

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SP 81

FIRST ADDENDUM TO THE
UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION
AGREEMENT

THIS FIRST ADDENDUM (the "Addendum") is entered into on this 30th day of March, 1994 by and between MBNA America Bank, N.A. ("MBNA America") and The University of Maine General Alumni Association ("UMGAA"), for themselves, their successors and assigns.

WHEREAS, MBNA America and UMGAA entered into that certain affinity agreement dated October 26, 1993 (the "Original Agreement"); and

WHEREAS, MBNA America and UMGAA wish to amend and extend the term of the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, MBNA America and UMGAA mutually agree as follows:

1. Capitalized terms used herein but not otherwise defined are used as defined in the Original Agreement.

2. The following sections of the Original Agreement shall be deleted in their entirety and replaced with the following language:

1(b) "Anniversary Date" means October 31, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.

9(a) The initial term of this Agreement will be for a six (6) year period beginning October 31, 1993 until October 31, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

Schedule A, II A. Credit Card Accounts

- o \$1.00 for every new Credit Card Account opened and active by an Alumni Member of UMGAA, which remains open for at least ninety (90) days.
- o \$1.00 for every new Credit Card Account opened and active by a Student Member of UMGAA, which remains open for at least ninety (90) days.

- o \$1.00 for each year thereafter that an Alumni Member Credit Card Account remains open and active.
- o \$3.00 for each year a Credit Card Account is renewed by a Student Member of UMGAA, and an Annual Fee is paid by Customer.
- o .40% of all retail purchases made by Alumni Members of UMGAA (net refunds and returns).
- o \$0.15 per retail transaction made by Student Members of UMGAA (net refunds and returns).

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

3. The following language shall be added to the end of Section 3(b) of the Original Agreement.

In each calendar year during the term of this Agreement, UMGAA shall allow MBNA America to complete no less than two (2) full direct mail and two (2) full telemarketing solicitations to the Members.

Schedule A, IA. Credit Card Accounts - add as the third (3rd) bullet:

- o The applicable Annual Fee will be rebated by MBNA America for each Alumni credit card account held by an Alumni member in good standing of UMGAA.

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

5. 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.

6. The Original Agreement and this Addendum shall be governed by and construed in accordance with the laws of the State of Delaware, and shall be deemed for all purposes to have been made and fully performed in the State of Delaware.

7. The Original Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

**The University of Maine
General Alumni Association**

MBNA America Bank, N.A.

By: *H. Maxwell Berry*

By: *Wm. M. M...*

Name: H-MAXWELL BERRY

Name: William L. M...

Title: PRESIDENT

Title: Executive

GOLD OPTION ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 26th day of February, 1996, by and between UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION ("UMGAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMGAA 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 UMGAA; and

WHEREAS, UMGAA and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option"): (i) as a financial service provided by MBNA America; and (ii) as another part of UMGAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that Gold Option (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, to some or all of the persons included on the lists provided by UMGAA under the Agreement.
3. UMGAA agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. Subject to the foregoing, all of UMGAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, UMGAA will receive the royalties set forth on Attachment #1, Section II for Gold Option accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, UMGAA shall not take action to cause the removal of UMGAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and

(ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, UMGAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UMGAA represents and warrants that UMGAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

UNIVERSITY OF MAINE
GENERAL ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *H. Maxwell Berry*
Name: H. MAXWELL BERRY
Title: PRESIDENT

By: *William P. Norman*
Name: WILLIAM P. NORMAN
Title: SE-VR

Attachment #1

I. Gold Option Brief Product Description

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

- A) Gold Option is a **no annual fee** revolving loan-type product.
- B) Customers can request that checks be drawn upon a predetermined line of credit.
- C) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- D) Fixed monthly payments may be tailored to customer's monthly needs.
- E) The current annual percentage rate is 14.99%. *O.K.*

*Brun
Beechi*

II. Gold Option Royalties

- A) \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- B) 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 which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- C) \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

TERM EXTENSION ADDENDUM

THIS ADDENDUM and the attached Exhibit (the "Addendum") is entered into this 27th day of MAY, 1997 (the "Effective Date") by and between the General Alumni Association of the University of Maine ("UMGAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMGAA and MBNA America entered into an agreement dated October 26, 1993, as amended by addenda dated March 30, 1994 and February 26, 1996 (collectively 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 UMGAA; and

WHEREAS, UMGAA and MBNA America mutually desire to amend the Agreement to modify certain pricing and Royalty provisions, and extend the term;

WHEREAS, UMGAA and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of UMGAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement; and

WHEREAS, UMGAA and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of the Program.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement. This Addendum and the Agreement are collectively hereinafter referred to as the "Agreement."
2. The parties agree that the provisions of Schedule A and Schedule B of the Agreement are hereby replaced in their entirety with the attached Exhibit #1, effective April 1, 1997.
3. The parties agree that upon full execution of this Addendum by MBNA America, the provisions in the First Addendum to the University of Maine General Alumni Association Agreement dated March 30, 1994, shall no longer be binding upon the parties effective April 1, 1997.
4. The parties agree that upon full execution of this Addendum by MBNA America, the provisions in Attachment #1 to the Gold Option Addendum dated February 26, 1996 shall no longer be binding upon the parties effective April 1, 1997. The parties agree however, that the Gold Option Addendum dated February 26, 1996, shall remain in full force and effect except as otherwise amended by this Addendum.
5. Section 1(b) of the Agreement is hereby amended to read in its entirety as follows:
 - (b) "Anniversary Date" means October 31, 2004, or the final day of the term of any extension of this Agreement, whichever occurs later.
6. Section 9(a) of the Agreement is hereby amended to read in its entirety as follows:

- (a) The initial term of this Agreement will be for an eleven (11) year period beginning October 26, 1993 and end on the Anniversary Date. 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.
7. Section 12(f) of the Agreement is hereby amended by deleting the last sentence of the section in its entirety.
8. Section 1 is hereby amended by adding a new Section 1(i), which shall read as follows:
- (i) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts of MBNA America made pursuant to the Program. A "Platinum Account" is a Credit Card Account which is a Platinum Plus MasterCard or Visa account, but for which the frequent travel reward enhancement known as "Plus Miles" has not been accepted. A "Plus Miles Account" is a Credit Card Account which is a Platinum Plus MasterCard or Visa account and for which Plus Miles has been accepted by the Customer. A "Student Account" is a Credit Card Account (other than a Platinum Account or Plus Miles Account) without the Plus Miles enhancement, where the primary applicant is a Student Customer.
9. Section 2 is hereby amended by adding a new Section 2(h), which shall read as follows:
- (h) The parties agree to meet on a yearly basis to discuss their respective performances pursuant to this Agreement, including without limitation the competitiveness of the Program in the market place and to seek mutually agreeable methods to improve if necessary. Other matters may be discussed at such meetings as shall be requested by each party in advance of such meeting.
10. Section 3(b) of the Agreement is hereby amended to read in its entirety as follows:
- (b) UMGAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program. In each calendar year during the term of this Agreement, UMGAA shall allow MBNA America to complete no less than two (2) full direct mail and two (2) full telemarketing solicitations to the Members.
11. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby UMGAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
12. When used in this Addendum, the term "GIP Account" means a Credit Card Account opened by a person pursuant to a GIP in which UMGAA complies with the GIP provisions of this Addendum.
13. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UMGAA pursuant to any GIP. In that regard, UMGAA 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 UMGAA to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

14. All marketing materials generated as a result of such GIP programs shall be coded by UMGAA 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.

15. 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 UMGAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

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

17. UMGAA 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.

18. During the term of the Agreement, MBNA America will pay UMGAA a royalty for those credit card accounts opened pursuant to a GIP program as set forth in Exhibit #1.

19. The parties agree that Plus Miles (as such credit card account enhancement is more fully described on Exhibit #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by UMGAA under the Agreement.

20. UMGAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of UMGAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.

21. During the term of the Agreement, UMGAA will receive the royalties set forth on Exhibit #1, for Plus Miles Accounts opened pursuant to the Program. Plus Miles Accounts shall only generate the royalty compensation set forth on Exhibit #1 notwithstanding any other provision of the Agreement.

22. Upon termination or expiration of the Agreement, or any aspect of the Program, UMGAA shall not take action to cause the removal of UMGAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, UMGAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UMGAA represents and warrants that UMGAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

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

24. 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.

25. 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 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.

GENERAL ALUMNI ASSOCIATION OF THE
UNIVERSITY OF MAINE

MBNA AMERICA BANK, N.A.

By: H. Maxwell Berry

By: John C. Richmond

Name: H. Maxwell Berry

Name: John C. Richmond

Title: PRESIDENT

Title: Sr. Ex. V. A.

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 (OTHER THAN PLUS MILES ACCOUNTS)

1. There is NO annual fee.
2. For Gold Credit Card Accounts, the current annual percentage rate 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. For Preferred Credit Card Accounts, the current annual percentage rate 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.
4. For Platinum Accounts, the current annual percentage rate will be 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.
5. 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 Student Customer's delinquency.
6. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. PLUS MILES ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
2. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.

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 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 18.99%.

D. GOLD OPTION ACCOUNTS

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

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

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UMGAA 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 (OTHER THAN PLUS MILES 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 Alumni 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. \$1.00 (one dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty percent of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Account (other than a Plus Miles Credit Card Account) (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 0.50% (fifty percent of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Account (other than a Plus Miles Credit Card Account) (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. 0.40% (forty percent of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. PLUS MILES ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Miles Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Account.

2. \$17.00 (seventeen dollars) for each Plus Miles 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 Plus Miles 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 Plus Miles Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Account may renew every twelve (12) months after the opening of the account.

C. GIP ACCOUNTS

1. \$20.00 (twenty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. 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.

E. 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.

F. 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.

G. ROYALTY ADVANCE.

Upon full execution of this Addendum by MBNA America, MBNA America shall pay to UMGAA the sum of Five Hundred Thousand dollars (\$500,000.00) (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 UMGAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UMGAA as set forth in this Agreement. Notwithstanding the foregoing, UMGAA 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 (iv) 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) UMGAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented 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; and
- (iv) 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.

H. ROYALTY GUARANTEE.

UMGAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million dollars (\$1,000,000.00) (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 UMGAA has not accrued \$DD in Royalties, MBNA America will pay UMGAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMGAA during the initial term of this Agreement and the amount of any unrecouped Advance. 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 G.1., above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 37th day of June, 1998, by and between the University of Maine General Alumni Association ("UMGAA") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMGAA and MBNA America are parties to an affinity agreement last dated October 26, 1993 ("Original Agreement"), as the same has been amended on March 30, 1994, August 22, 1994 ("Business Card Addendum"), September 14, 1994, February 26, 1996 ("Gold Option Addendum") and May 27, 1997 ("Term Extension Addendum") (collectively the Original Agreement and all addenda are referred to as "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UMGAA; and

WHEREAS, UMGAA and MBNA America mutually desire to amend the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Section 2 of the Original Agreement is hereby deleted and replaced with the following paragraph:

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to members, and to directly provide UMGAA with royalties generated thereby, and UMGAA agrees not to enter into an affinity and/or royalty agreement with another entity for Financial Services, and agrees to provide MBNA America with information and licenses necessary for solicitation and administration of existing and new Financial Services to Members.

3. The first sentence of Section 3(a) of the Original Agreement is hereby deleted in its entirety and replaced with the following: "UMGAA agrees that during the term of this Agreement and any extension, it will not enter into any affinity and/or royalty agreement with another entity for Financial Services, and it will not sponsor, promote, advertise, aid, or develop any Financial Services of any organization other than MBNA America."

4. Section 3(c) of the Original Agreement is hereby deleted in its entirety and replaced with the following: "UMGAA shall have the right to review and suggest edits to all Program advertising and solicitation materials to be used by MBNA America which contain UMGAA's Trademarks, which review shall not be unreasonably delayed."

5. The second sentence in Section 3(d) of the original Agreement is hereby deleted in its entirety.

6. Section IV(c) Schedule B to the Original Agreement hereby deleted in its entirety and replaced with the following: "MBNA America shall not be required to pay any royalty with respect to deposits under the Program if the license for the Program is terminated."

7. Section 3 of the Business Card Addendum is hereby deleted and replaced with the following: "UMGAA agrees to: (i) not enter into any affinity and/or royalty agreement with another entity for a business card product; and (ii) not sponsor, promote, advertise, aid, or develop a business card product of any organization other than MBNA America."

8. The word "compensation" in Section 4 of the Business Card Addendum is hereby deleted and replaced, in each instance, with "royalty payments."

9. The word "compensation" in Section II of Attachment #1 to the Business Card Addendum is hereby deleted and replaced with "ROYALTY."

10. The word "compensation" in Section II, B of Attachment #1 to the Business Card Addendum is hereby deleted and replaced with "royalty."

11. Section 3 of the Gold Option Addendum is hereby deleted and replaced with the following: "UMGAA agrees to: (i) not enter into any affinity and/or royalty agreement with another entity for a loan product the same as or similar to MBNA America's Gold Option Product; and (ii) not sponsor, promote, advertise, aid, or develop a loan product the same as or similar to MBNA America's Gold Option Product."

12. The word "compensation" in Section 4 of the Gold Option Addendum is hereby deleted and replaced, in each instance, with "royalty payments."

13. Section 20 of the Term Extension Addendum is hereby deleted and replaced with the following: "UMGAA agrees to: (i) not enter into any affinity and/or royalty agreement with another entity for a financial product comparable to MBNA America's Plus Miles; and (ii) not sponsor, promote, advertise, aid, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs)."

14. The word "compensation" in Section 21 of the Term Extension Addendum is hereby deleted in its entirety.

15. The reference to "\$DD" in Section H of Schedule B of Exhibit #1 to the Term Extension Addendum is hereby deleted in its entirety and replaced with "\$1,000,000."

16. The third whereas clause, Sections 11, 12, 13, 14, 15, 16, 17 and 18 and Section C of Schedule B of Exhibit #1 to the Term Extension Addendum are all hereby deleted in their entirety.

17. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and

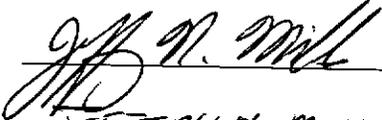
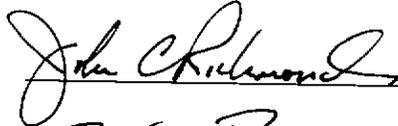
confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

UNIVERSITY OF MAINE GENERAL
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: <u></u>	By: <u></u>
Name: <u>JEFFERY N. MILLS</u>	Name: <u>JOHN C. RICHMOND</u>
Title: <u>President / CEO</u>	Title: <u>SEVA</u>
Date: <u>5/14/98</u>	Date: <u>June 3, 1998</u>

GROUP INCENTIVE PROGRAM

THIS AGREEMENT (the "Agreement") is entered into as of the ^{3rd} day of June, 1998, by and between UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION ("UMGAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMGAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UMGAA ("Program"); and

WHEREAS, UMGAA and MBNA America mutually desire to provide UMGAA with the opportunity to conduct its own promotions of the Program.

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

1. The above recitals are incorporated herein and deemed a part of this Agreement. Any capitalized term not otherwise defined herein is used as defined in the Affinity Agreement.
2. When used in this Agreement, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby UMGAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
3. When used in this Agreement, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which UMGAA complies with the GIP provisions of this Agreement.
4. UMGAA 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 UMGAA to the royalty payments specified in this Agreement, subject to the other terms and conditions of this Agreement and the Affinity Agreement.
5. All marketing materials generated as a result of such GIP programs shall be coded by UMGAA 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 Agreement.
6. MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by UMGAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.
7. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UMGAA pursuant to any GIP shall be deducted from any or all royalty payments due UMGAA under this Agreement or the Affinity Agreement.
8. UMGAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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

\$20.00 (twenty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days. GIP Accounts will not qualify for any other opening-of-an-account royalty.

10. This Agreement shall have a term concurrent with the Affinity Agreement and shall automatically terminate upon the termination or expiration of the Affinity Agreement.

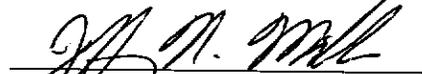
11. Any inconsistencies between this Agreement and the Affinity Agreement shall be governed by this Agreement.

12. This Agreement 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.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Agreement 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 Agreement for and on behalf of such party.

UNIVERSITY OF MAINE
GENERAL ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: JEFFERY N. MILLS

Name: JOHN C. RICHMOND

Title: President/CEO

Title: SEVP

Date: 5/14/98

Date: June 3, 1998

INSURANCE PRODUCTS AGREEMENT

As of this 29th day of July, 1998 (the "Effective Date") MBNA AMERICA BANK, N.A., a national banking association having its principal place in Wilmington, Delaware ("MBNA America"), and UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION, having its principal place of business in [Orono, Maine] ("UMGAA"), for themselves, and their respective successors and assigns, agree as follows:

1. MBNA America may offer certain auto insurance products (the "Insurance Products") to the members of UMGAA and/or other potential participants mutually agreed to by UMGAA and MBNA America (the "Members"). MBNA America shall select those programs and services of the Insurance Products MBNA America agrees to make available pursuant to this agreement from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features.
2. UMGAA authorizes MBNA America to solicit its Members by mail, direct promotion and/or advertisements for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. UMGAA shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.
3. Upon the request of MBNA America and in consideration of the compensation set forth in Section 7, UMGAA shall provide MBNA America with an updated and current mailing list that contains the names and postal addresses of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristics (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least seventy thousand (70,000) names with corresponding postal addresses. 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 and UMGAA shall mutually have the right to designate Members on these Mailing Lists to whom Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of UMGAA. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy 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 UMGAA.
4. UMGAA hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UMGAA during the term of this Agreement (each, a "Trademark"). 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. UMGAA shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain UMGAA's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Agreement prohibits UMGAA 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 Insurance Products.
5. UMGAA agrees that during the term of this Agreement: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) 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 Insurance Products.

6. UMGAA shall only provide information or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by UMGAA that is intended for MBNA America (e.g., applications, payments, 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.
7. During the term of this Agreement, MBNA America shall pay quarterly compensation to UMGAA as follows:
- (a) \$3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials (which includes a policy quote) provided by MBNA America in response to a request by a Member through any marketing source (e.g., mail, telephone, etc.) under the Insurance Program.
 - (b) \$5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an Automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.
8. MBNA America's payments to UMGAA are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy. All payments due under this Agreement are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then due shall be made approximately forty-five (45) days after the end of each calendar quarter.
9. The terms of this Agreement, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is 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 UMGAA 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.
10. In the event of any material breach of this Agreement by MBNA America or UMGAA, 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. 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.
11. Upon termination of this Agreement, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) UMGAA shall not attempt to cause the removal of UMGAA's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Agreement; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 9, 11 and 13 of this Agreement shall survive. 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 UMGAA to the Members. Such approval shall not be unreasonably withheld.

12. UMGAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (c) 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.
- (d) 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.
- (e) 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.

13. UMGAA 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. UMGAA 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, 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 relating to such license or the use of any Trademarks.

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

15. 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. This Agreement contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

17. 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 UMGAA:

University of Maine
General Alumni Association
Crossland Alumni Center
P.O. Box 550
Orono, Maine 04473-0550

ATTENTION: Mr. Jeffery Mills,
President

(2) If to MBNA America:

MBNA America Bank, N. A.
1100 N. King Street
Wilmington, Delaware 19884

ATTENTION: Insurance Division Manager

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

18. The initial term of this Agreement will begin on the Effective Date and end on June 30, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, 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. If either MBNA America or UMGAA 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.

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

UNIVERSITY OF MAINE
GENERAL ALUMNI ASSOCIATION

By:

Jeff M. Mills

Name:

JEFFERY M. MILLS

Title:

PRESIDENT / CEO

Date:

7/29/98

MBNA AMERICA BANK, N.A.

By:

M. S. Schuck

Name:

M. S. SCHUCK

Title:

SEVP

Date:

9/15/98



MBNA Insurance Agency
Wilmington, Delaware 19884

February 26, 2002

Jeffery Mills
President, University of Maine General Alumni Association
Crossland Alumni Center
P.O. Box 550
Orono, Maine 04473-0550

Dear Mr. Mills:

We are aware that University of Maine General Alumni Association ("UMGAA") desires to terminate the Insurance Products Addendum dated July 29, 1998 wherein MBNA America Bank, N.A. ("MBNA") provides auto insurance products to members of UMGAA. In order to facilitate this termination we have prepared this letter to be executed by both parties.

The Insurance Products Addendum, in its entirety, shall be deemed terminated effective as of April 30, 2002 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Insurance Products Addendum unless such right or responsibility was intended to survive the termination of the Insurance Products Addendum by the terms of the Insurance Products Addendum. The termination of the Insurance Products Addendum shall not affect the remainder of the Affinity Agreement between UMGAA and MBNA, as such agreement has been amended, which shall remain in force as if the Insurance Products Addendum was not apart thereof.

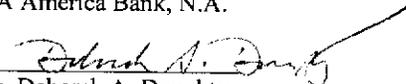
MBNA America Bank, N.A. may market insurance products without using UMGAA name or trademarks to persons holding MBNA credit cards under the Affinity Agreement, as amended. Such insurance products will not generate any compensation for UMGAA.

Within forty-five days of the end of the 2nd calendar quarter of 2002, MBNA shall pay compensation due to UMGAA under the Insurance Products Addendum up to and through the Termination Date.

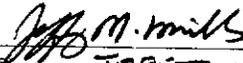
This letter shall bind and inure to the benefit of the successors and assigns of the parties. This letter contains the entire agreement between the parties regarding the termination and may be altered or amended only by written agreement signed by both parties. Any inconsistencies between this letter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

To acknowledge your agreement with the above, please countersign both copies of this letter where indicated below and return one to me.

Sincerely,
MBNA America Bank, N.A.

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

Accepted and agreed to:
University of Maine General Alumni Association

By: 
Name: JEFFERY M. MILLS
Title: PRESIDENT/CEO

**ADDENDUM TO THE UNIVERSITY OF MAINE
GENERAL ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 30 day of October, 2003 by and between University of Maine General Alumni Association ("UMGAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMGAA and MBNA America are parties to an affinity agreement last dated October 26, 1993, as the same was amended by addenda dated March 30, 1994, August 22, 1994, September 14, 1994, February 26, 1996, May 27, 1997, two addenda dated June 3, 1998, and an addendum July 29, 1998, and by letter dated February 26, 2002 (the "Agreement"); and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on October 31, 2009. 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. Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term or any renewal term MBNA America has not fully recouped any payments previously made to UMGAA which are subject to recoupment under this Agreement ("Recoupable Payments"), this Agreement shall not terminate at the end of such term, but shall automatically renew for successive one-year periods until MBNA America has fully recouped all Recoupable Payments. At the end of the one year period in which MBNA America recoups all Recoupable Payments, this Agreement will renew in accordance with the second sentence in this Section.
3. The Agreement is hereby amended by deleting Section G of Schedule B of Attachment #1 to the May 27, 1997 addendum and replacing it with the following new Section G:

G. ROYALTY ADVANCES.

1. The parties understand and agree that MBNA America has already paid to UMGAA the sum of Five Hundred Thousand Dollars (\$500,000) (the "First Advance") as an advance against future Royalties, subject to the provisions set forth below. Within forty five (45) days after the following days MBNA America shall pay to UMGAA the following sums:

<u>Date</u>	<u>Advance Amount</u>
January 1, 2004	Six Hundred Fifty Thousand Dollars (\$650,000)
January 1, 2005	Two Hundred Thousand Dollars (\$200,000)
January 1, 2006	Two Hundred Thousand Dollars (\$200,000)
January 1, 2007	One Hundred Fifty Thousand Dollars (\$150,000)

(each, an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and each of the Additional Advances are each an "Advance". All Royalties accrued shall, in lieu of direct payment to UMGAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UMGAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UMGAA hereunder, and (y) UMGAA 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 (vi) below should occur:

- (i) the Agreement is terminated prior to October 31, 2009;
- (ii) UMGAA 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;
- (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;
- (v) MBNA America is prohibited 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; and
- (vi) the University of Maine endorses, sponsors or promotes any Financial Services with any entity other than MBNA America.

2. If during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to UMGAA in prior years, and pays UMGAA Royalties accrued by UMGAA 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.

4. The Agreement is hereby amended by deleting Section H of Schedule B of Attachment #1 to the May 27, 1997 addendum and replacing it with the following new Section H:

H. ROYALTY GUARANTEE.

UMGAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than One Million Two Hundred Thousand (\$1,200,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement UMGAA has not accrued \$1,200,000 in Royalties, MBNA America will pay UMGAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMGAA during the term of this Agreement and all unrecouped Advances. 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 G.1., above.

5. Effective October 1, 2003, Attachment #1 to the addendum dated May 27, 1997 is amended by deleting Section B to Schedule B and replacing this with the following new Section B:

B. PLUS MILES ACCOUNTS

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

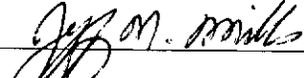
1. \$1.00 (one dollar) for each new Plus Miles Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Account, or for any Plus Miles GIP Account.
2. \$1.00 (one dollar) for each Plus Miles 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 Plus Miles 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 Plus Miles Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles 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 Plus Miles 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. \$20.00 (twenty dollars) for each Plus Miles GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

6. In addition to UMGAA's obligations under the Agreement to exclusively endorse the Program, UMGAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

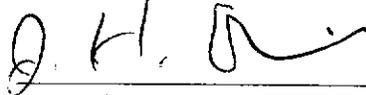
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

UNIVERSITY OF MAINE
GENERAL ALUMNI ASSOCIATION

By: 
Name: JEFFERY N. MILLS
Title: PRESIDENT/CEO
Date: 10/30/03

MBNA AMERICA BANK, N.A.

By: 
Name: Halgerstine
Title: SEVP
Date: 11/25/03

October 13, 2011

Mr. Todd Saucier
President and Executive Director
University of Maine General Alumni Association
Buchanan Alumni House
P.O. Box 550
Orono, Maine 04473

RE: The Agreement by and between University of Maine General Alumni Association ("UMGAA") and FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("FIA"), last dated October 26, 1993, as the same has been amended (the "Agreement")

Dear Mr. Saucier:

It is my understanding that FIA and UMGAA both desire to terminate the Agreement. To facilitate this termination we have prepared this letter ("Letter") to be executed by both parties, setting forth the terms upon which FIA and UMGAA agree to terminate the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Agreement shall be deemed terminated effective as of **October 31, 2011** (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement. FIA and UMGAA agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution.

Notwithstanding anything to the contrary in the Agreement, FIA and UMGAA agree that, as of the date this Letter has been fully executed, UMGAA may solicit proposals for programs offering and/or discuss with any organization other than FIA the providing of any Financial Service Products of any entity other than FIA; provided, however, UMGAA shall not, directly or indirectly, prior to the Termination Date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than FIA, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than FIA

The parties agree that Section 22 of the Term Extension Addendum entered into as of May 27, 1997 is hereby deleted and replaced with the following:

"Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement, FIA will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from FIA's marketing channels; (ii) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UMGAA shall not attempt to cause the removal of Trademarks from any

person's credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and FIA shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

FIA agrees to forgive the amount of any Recoupable Payments that have been paid to UMGAA prior to the date of this Letter that have not yet been recouped by FIA. *LL*

Within forty-five (45) days after the end of the first calendar quarter after the Termination Date, FIA shall pay any remaining Royalty compensation due to UMGAA under the Agreement through and including the Termination Date. Thereafter, no compensation shall be due to UMGAA.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement shall be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at 302.432.6058.

Sincerely,



Lance L. Layton
Vice President

ACCEPTED AND AGREED: *
UNIVERSITY OF MAINE GENERAL ALUMNI ASSOCIATION
BY: *Kurt R. Maxson*
NAME: *KURT R. MAXSON*
TITLE: *BOARD CHAIR*
DATE: *Oct 25, 2011*

ACCEPTED AND AGREED:
FIA CARD SERVICES, N.A.
BY: *Christian Hamme-Scott*
NAME: *CHRISTIAN HAMME-SCOTT*
TITLE: *SVP*
DATE: *11/21/11*

* The attached represents our understanding of the questions provided by counsel.