

**WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement is entered into as of this 25th day of April, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and **WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION**, having its principal place of business in West Chester, Pennsylvania ("WCUAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and ~~other related financial service programs.~~ *mf m*
- (e) "Group Incentive Program " or "GIP" means any marketing or other program whereby WCUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which WCUAA complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means a member of WCUAA and/or other potential participants mutually agreed to by WCUAA and MBNA America.
- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.

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

2. RIGHTS AND RESPONSIBILITIES OF WCUAA

- (a) WCUAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Services Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no WCUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) WCUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) WCUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) WCUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain WCUAA's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, WCUAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by WCUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due WCUAA. The initial Mailing List shall contain at least thirty thousand (30,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) WCUAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to WCUAA.
- (g) WCUAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits WCUAA from granting to other persons a license to

use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

- (h) WCUAA shall provide MBNA America with a subscription without charge to any and all WCUAA publications.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of WCUAA.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of WCUAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of WCUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by WCUAA.
- (f) MBNA may use Kessler Financial Services, Limited Partnership to assist in fulfilling its obligations under this Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) WCUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership,

reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

- (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) WCUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

WCUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by WCUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. WCUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on 5 Apr., 1999. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

- (a) In the event of any material breach of this Agreement by MBNA America or WCUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.
- (b) If either MBNA America or WCUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

- (d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by WCUAA to the Members. Upon termination of this Agreement, WCUAA shall not attempt to cause the removal of WCUAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

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

- (i) If to WCUAA:

**WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION
Veterans Memorial Alumni House
809 S. Church Street
West Chester, PA 19380**

**ATTENTION: Ms. Debra Wetherby
Director Alumni and Special Events**

(ii) If to **MBNA America:**

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

ATTENTION:

**Richard K. Struthers
Senior Executive Vice President**

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If **WCUAA** is providing **MBNA America** with notice pursuant to Section 9 herein, **WCUAA** must provide notice at least twelve (12) months before the effective date contained in such notice.

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of **MBNA America**, which shall not be unreasonably withheld, **WCUAA** may not assign any of its rights or obligations under or arising from this Agreement. **MBNA America** may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of **WCUAA**. **MBNA America** may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) **MBNA America** and **WCUAA** are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than **WCUAA** and **MBNA America**, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any fault beyond its reasonable control or without its fault or negligence.
- (k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. GROUP INCENTIVE PROGRAM

- (a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by WCUEAA pursuant to any GIP. In that regard, WCUEAA shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle WCUEAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by WCUEAA for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.
- (c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by WCUEAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.
- (d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of WCUEAA pursuant to any GIP shall be deducted from any or all Royalty payments due WCUEAA under this Agreement.
- (e) WCUEAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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

WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION

By: *Marytheresa Mosteller*
Name: MARYTHERESA F. MOSTELLER
Title: President, WCUAA

MBNA AMERICA BANK, N.A.

By: *[Signature]*
Name: DAVID L. HARRIS
Title: EXECUTIVE VICE PRESIDENT

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee for Alumni or Student Members.
2. The current annual percentage rate for Alumni Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Student Accounts will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 16.9%.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Gold and Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% of all retail purchase transaction dollar volume generated by Alumni Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 0.40 % of all retail purchase transaction dollar volume generated by Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. Provided WCUAA allows for the full implementation of Program marketing (direct mail, telemarketing and on-campus promotions), MBNA America agrees to make a total payment of \$25,000 (twenty-five thousand dollars) as an advance against future royalties which will be paid upon completion of the first full marketing campaign.
6. The first full marketing campaign shall consist of: Direct Mail and Telemarketing to the full Mailing List of marketable names.
7. WCUAA shall be guaranteed royalties of \$100,000 (one hundred thousand dollars) during the initial term of the Agreement, payable on the last day of the initial term of the Agreement, if not previously earned, based on the following conditions:

- WCUAA will use its best efforts to assist MBNA America in opening a minimum of 1,500 (one thousand five hundred) new accounts per year in the first three (3) years of the Agreement including but not limited to:
 - MBNA America is guaranteed the right to conduct a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement. MBNA America Direct Promotions will be given the ability to promote the credit card program "on campus" at major events as well as "ongoing" through tabling and postering.
 - WCUAA must endorse the Financial Service Products as defined in this Agreement, in conjunction with the Program during the term of this Agreement.
8. Upon full execution of this Agreement, MBNA America shall make a one-time payment of \$5,000 (five thousand dollars) for the sole purpose of supporting WCUAA Scholarship Programs.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

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

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

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

E. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 9TH day of April, 1996, by and between WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION ("WCUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WCUAA 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 Original Agreement. This Addendum and the Original Agreement are collectively hereinafter referred to as the "Agreement."
2. Section 2(c) is hereby amended to read in its entirety as follows: "WCUAA authorizes MBNA America to solicit its Members who are not students by mail, direct promotion, advertisements and/or telephone for participation in the Program. WCUAA authorizes MBNA America to solicit its Members who are students by direct promotion or any other marketing method, which may be approved by WCUAA, for participation in the Program."
3. Notwithstanding anything else in the Agreement to the contrary, the condition to the royalty guarantee referred to in Schedule B of the Agreement regarding MBNA America having the right to conduct a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full student lists each year for the term of the Agreement is hereby deleted and is no longer of any force or effect.
4. Notwithstanding anything to the contrary in the Agreement, including Section 9, the current initial term of this Agreement shall be extended through October 31, 2000, so that the current term of the Agreement will end on October 31, 2000, in lieu of April 25, 1999. This Agreement will renew after October 31, 2000, in accordance with the second and third sentences in Section 9.
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.

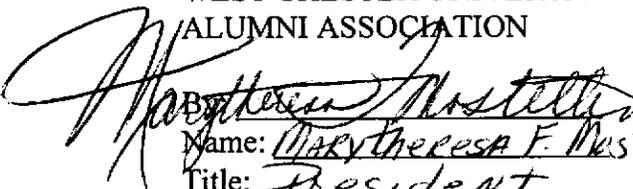
6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument.

7. The 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 any party or its employees, officers or agents shall be valid and binding.

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

WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.


By: _____
Name: Marytheresa F. Masteller
Title: President

By: William P. Morrison
Name: William P. Morrison
Title: SEVP

**CUSTOMER LIST ADDENDUM
TO THE WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 9th day of OCT, 1997 by and between West Chester University Alumni Association ("WCUAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, WCUAA and MBNA America are parties to an April 25, 1995 affinity agreement, as the same has 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 WCUAA; 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, WCUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide WCUAA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.
3. WCUAA shall return to MBNA America each Customer List, in the same form as received by WCUAA within thirty (30) days of receipt of such Customer List. WCUAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.
4. Any Customer List provided to WCUAA may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to WCUAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:
 - (a) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
 - (b) that the "dummy" information received any mailings from WCUAA or its employees, volunteers, agents or representatives which were sent or generated outside the scope of the permitted use of the Customer List; and
 - (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

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

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

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

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

assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

9. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide WCUAA with a Customer List) shall survive the termination of the Agreement.

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

WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Debbie Seiler Rhodunda

By: John C. Richmond

Name: Debbie Seiler Rhodunda

Name: JOHN C RICHMOND

Title: West Chester University
Alumni Association
President

Title: SEVP

September 17, 1997

<i>For Internal Use Only</i>	
RP	_____
RMO	_____
RY	_____
RS	_____

**WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION
TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 21 day of Sept, 2000 by and between West Chester University Alumni Association ("WCUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, WCUAA and MBNA America mutually desire to extend the term of the Agreement and modify certain compensation;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, WCUAA 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, 2005. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to WCUAA's obligations under the Agreement to exclusively endorse the Program, WCUAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
4. Effective for Royalties accruing on or after July 1, 2000, the Royalties for Credit Card Accounts shall be as set forth on Attachment #1. Section A of Attachment #1 replaces Section A of Schedule B of the Agreement. The parties also agree to the Royalty Advance provisions set forth on Attachment #1 as a new Section F to Schedule B of the Agreement.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire

agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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.

WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION

By: *Carmen E. Culp*

Name: *Carmen E. Culp*

Title: *President*

Date: *21 September 2000*

MBNA AMERICA BANK, N.A.

By: *Michael Darrow*

Name: *Michael Darrow*

Title: *Senior Executive Vice President*

Date: *November 13, 2000*

Attachment #1

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

F. ROYALTY ADVANCE.

Upon full execution of this Addendum, MBNA America shall pay to WCUAA the sum of One Hundred Thousand dollars (\$100,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to WCUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to WCUAA as set forth in this Agreement. Notwithstanding the foregoing, WCUAA 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 terminates and the amount of the Advance has not been fully recouped by MBNA America;
- (ii) WCUAA breaches any of its obligations under the 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 as extended by this Addendum; and

(iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement as extended by this Addendum.

**ADDENDUM TO THE WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 12th day of July, 2005 by and between West Chester University Alumni Association ("WCUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, WCUAA and MBNA America are parties to an affinity agreement dated April 25, 1995, as the same was amended by addenda dated April 9, 1996, October 9, 1997, and September 21, 2000 (the "Agreement"); and

WHEREAS, WCUAA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, WCUAA 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, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Section 1(d) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(d):
 - (d) "Financial Service Products" means any credit card program, charge card program, debit card program, installment loan program (including home mortgage), revolving loan program (including home equity lines of credit), travel and entertainment card service, deposit program, long distance calling card services and other related financial services programs.
4. Section 1 of the Agreement is hereby amended by adding the following new subsections (l) through (u):
 - (l) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
 - (m) "Business GIP Account" means a Business Credit Card Account opened pursuant to a GIP in which WCUAA complies with the GIP provisions of this Agreement.
 - (n) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - (o) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - (p) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

(q) "Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which WCUAA complies with the GIP provisions of the Agreement.

(r) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.

(s) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

(t) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.

(u) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which WCUAA complies with the GIP provisions of the Agreement.

5. The Agreement is hereby amended by deleting the last sentence of Section 11(d) and replacing it with the following new Sentence: "Upon termination of this Agreement, WCUAA shall not attempt to cause the removal of WCUAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement or the end of the Recoupment Period (as defined below), whichever is later."

6. The Agreement is hereby amended by adding the following new Section 10(e):

(e) Notwithstanding anything else in this Section 11 or Schedule B, after termination of the Agreement, MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped the any payments previously made to WCUAA under the Agreement, including but not limited to, all Advances ("Recoupment Period")."

7. Effective November 1, 2005, the provisions of Schedule B, as amended by the addendum dated September 21, 2000, are deleted in their entirety and replaced with the provisions of Attachment # 1, attached hereto and incorporated herein.

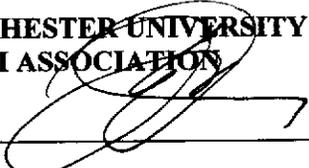
8. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for the solicitation of credit card account applications. WCUAA shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of WCUAA for such gifts or premiums. WCUAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to WCUAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to WCUAA.

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

**WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION**

By: 

Name: C. CURTIS NORDIN

Title: President

Date: July 12, 2005

MBNA AMERICA BANK, N.A.

By: 

Name: Thomas W. Brooks

Title: Senior E VP

Date: August 16, 2005

ATTACHMENT #1

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay WCUAA 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each consumer 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 consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

C. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card

Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward 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.
5. \$40.00 (forty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the 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 Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

D. BUSINESS REWARD ACCOUNTS

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

0.10% (10 basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).

E. GIP ACCOUNTS (OTHER THAN REWARD GIP ACCOUNTS)

\$40.00 (forty dollars) for each consumer 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each Gold Reserve Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Reserve Account, and/or of any twelfth month thereafter.

G. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each Gold Option Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Option Account, and/or of any twelfth month thereafter.

H. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

I. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

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 certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

J. 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.

K. ROYALTY ADVANCES

The parties understand and agree that as of the June 1, 2005, MBNA America has paid to WCUIAA the sum of One Hundred Thousand Dollars (\$100,000) (the "Previous Advance") as an advance against future Royalties, subject to the provisions set forth below. Within forty-five (45) days after the following dates, MBNA America shall pay to WCUIAA the following corresponding amounts:

<u>Date</u>	<u>Advance Amount</u>
November 1, 2005	One Hundred Fifty Three Thousand Dollars (\$153,000)
November 1, 2006	Forty Two Thousand One Hundred Sixty Six Dollars (\$42,166)
November 1, 2007	Forty Two Thousand One Hundred Sixty Six Dollars (\$42,166)
November 1, 2008	Forty Two Thousand One Hundred Sixty Six Dollars (\$42,166)
November 1, 2009	Forty Two Thousand One Hundred Sixty Six Dollars (\$42,166)
November 1, 2010	Forty Two Thousand One Hundred Sixty Six Dollars (\$42,166)
November 1, 2011	Forty Two Thousand One Hundred Sixty Six Dollars (\$42,166)

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

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

L. ROYALTY GUARANTEE

WCUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Four Hundred Six Thousand Dollars (\$406,000) (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 WCUAA has not accrued \$406,000 in Royalties, MBNA America will pay WCUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by WCUAA during the initial 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 K.1., above.

**DEPOSIT PROGRAM ADDENDUM TO THE
WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of July 1, 2009 (the "Addendum Effective Date"), by and between West Chester University Alumni Association ("WCUAA") and FIA Card Services, N.A., formerly known as MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WCUAA and Bank are parties to that certain Affinity Agreement dated as of April 25, 1995, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of WCUAA; and

WHEREAS, Bank and WCUAA mutually desire to amend the Agreement to include certain consumer Deposits (as defined below) as a part of the Program, and to otherwise amend the Agreement as contained herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.

2. Section 1 of the Agreement is hereby amended to include the following definitions:

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"Deposits" means money market deposit accounts, certificate of deposit accounts, checking accounts, debit cards, saving accounts, and individual retirement money market deposit and certificate of deposit accounts.

"Deposit Account" means a consumer Deposit account opened pursuant to the Program.

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

3. For the purpose of this Addendum, the definition of "Royalties" under the Agreement shall include the compensation set forth in Section 15 of this Addendum.

4. Section 2(c) of the Agreement as amended by Section 2 of that certain Addendum to the Agreement dated as of April 9, 1996 is hereby deleted in its entirety and replaced with a new Section 2(c) as follows:

“(c) WCUAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.”

5. Section 12(f) of the Agreement is hereby deleted in its entirety and replaced with a new Section 12(f) as follows:

“(f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

(1) If to WCUAA:

West Chester University
Veteran’s Memorial Alumni House
806 S. Church Street
West Chester, Pennsylvania 19383

ATTENTION: Ms. Megan Mangefrida,
Title: Director Alumni and Special Events

Fax #: (610) 436-3211

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.”

6. Section J of Schedule B is hereby deleted from the Agreement in its entirety.

7. If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Addendum Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its sole discretion (“Impact”), then Bank may notify WCUAA in writing of Bank’s desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after WCUAA’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to WCUAA, upon ninety (90) days advance written notice.

8. In the event that Applicable Law has or will have a material adverse effect on Bank’s business (as determined in Bank’s sole discretion) (“Event”), Bank may notify WCUAA in writing of Bank’s desire to

renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after WCUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to WCUAA, upon ninety (90) days advance written notice.

9. WCUAA and Bank agree that Deposits are part of the Program as the features, terms and conditions of such Deposits, and/or the Program, may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by WCUAA under the Agreement. Bank may offer Deposits through an affiliate, including without limitation, Bank of America, N.A. Bank may, in its discretion, solicit Members for Deposits through some or all of Bank's or Bank's affiliate's marketing channels, including certain banking centers.

10. WCUAA agrees that it will exclusively endorse Deposits and that neither WCUAA nor any affiliate of WCUAA will, by itself or in conjunction with others, directly or indirectly sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products, including Deposits, of any entity other than Bank. Subject to the foregoing, all of WCUAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

11. WCUAA will permit Bank, at no cost to Bank, to advertise Deposits on WCUAA's home page and at other prominent locations within the internet site(s) of WCUAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for certain Deposits (e.g., a checking account with debit card). WCUAA will modify or remove such advertisements within seventy-two (72) hours of Bank's request. To enable Bank to view all Program material, including Deposits materials, WCUAA will provide Bank with the ability to access any and all pages within the WCUAA internet site(s), including without limitation any "members only" or other restricted access pages.

12. In the event that Bank incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards and/or debit cards), Bank may deduct such costs from any Royalties due WCUAA. In the event such costs exceed Royalties then due WCUAA, if requested by Bank, WCUAA will promptly reimburse Bank for all such costs.

13. For the sake of clarity, all WCUAA marketing channels available to Bank for marketing the Program shall be made available to market Deposits. Bank reserves the right of prior approval of all materials concerning or related to Deposits that are developed by or on behalf of WCUAA.

14. During the term, WCUAA will receive the Royalties set forth below for the Deposit Accounts set forth below and will not receive Royalties for any other Deposit Accounts. Payments will be made within forty-five (45) days after the end of each calendar quarter. Deposit Account Royalties will not be paid to WCUAA on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may permit Customers owning such converted accounts to participate in Bank's Keep The Change™ savings program in accordance with the terms shown in sub-section (b) below:

- (a) \$10.00 (ten dollars) for each new checking Deposit Account which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking Deposit Account that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.
- (b) 0.10 % (ten one-hundredths of one percent) of Debit Card Net New Purchases. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and,

subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

15. For the sake of clarity, all Royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to WCUAA, be applied against any Advance(s) and/or Guarantee Amount that WCUAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to WCUAA in accordance with the terms set forth in this Addendum.
16. WCUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. Bank shall not market Bank Products (except "Deposit Offers", as defined below) when using WCUAA's Mailing Lists to market Deposits in direct mail copy, in an e-mail, or in an outbound telemarketing solicitation, unless WCUAA consents. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
17. The term of this Addendum begins on the Addendum Effective Date and shall run co-terminus with the term of the Agreement. Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only. Sections 4 through 8 of this Addendum shall survive any termination of this Addendum until the expiration or earlier termination of the Agreement.
18. Upon expiration or termination of the Agreement or this Addendum (as applicable), WCUAA will allow Bank to continue to use the Trademarks on, and will not attempt to cause the removal of Trademarks from, any person's debit cards, checks, or records of any Customer existing as of the expiration or termination of the Agreement or this Addendum (as applicable), until their normally scheduled reissue date or exhaustion. Following expiration or termination of the Agreement or this Addendum, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to WCUAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by WCUAA.
19. For a one (1) year period immediately following the earlier of the expiration or termination of the Agreement or the expiration or termination of this Addendum, for any reason, WCUAA agrees that neither WCUAA nor any affiliate of WCUAA will, by itself or in conjunction with others, target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to persons who were Customers. Notwithstanding the foregoing, WCUAA may, after the expiration or termination of the Agreement or of this Addendum, whichever is earlier, offer persons who were Customers the opportunity to participate in another deposits program endorsed by WCUAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.
20. 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.
21. 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 Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION**

By:

John Shedd

Name:

John Shedd

Title:

President

FIA CARD SERVICES, N.A.

By:

Chad Pisorchik

Name:

Chad Pisorchik

Title:

S.V.P.

**ADDENDUM TO THE
WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of February, 2010 (the "Addendum Effective Date"), by and between West Chester University Alumni Association ("WCUAA") and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WCUAA and Bank are parties to an Affinity Agreement dated April 25, 1995, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of WCUAA;

WHEREAS, WCUAA and Bank mutually desire to amend the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The following sentence is hereby added to the end of Section 1(g) of the Agreement:

"Mailing Lists will not contain the names and/or related information of students of West Chester University."

3. Section 7 of the Agreement is hereby deleted in its entirety and replaced with a new Section 7 as follows:

"7. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services."

4. The Agreement is hereby amended by deleting the following in their entireties:

- (i) Sections 1(n) and 1(o);
- (ii) Schedule A; and
- (iii) Sections F, G, H and I of Attachment #1 to that certain Addendum to the West Chester University Alumni Association Agreement dated as of July 12, 2005.

5. WCUAA and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to WCUAA for any student Credit Card Accounts; however, pursuant to the trademark license granted by WCUAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

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

inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

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 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 Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**WEST CHESTER UNIVERSITY
ALUMNI ASSOCIATION**

By: John C. Stoddart
Name: John C. Stoddart
Title: President
Date: 1/19/10

FIA CARD SERVICES, N.A.

By: Chad Pisorchik
Name: Chad Pisorchik
Title: SVP
Date: 2-3-10