

AGREEMENT

This Agreement shall be effective upon the earlier of (i) February 1, 2002, or (ii) the termination of WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION's existing agreement with First USA Bank, N.A., (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION, a not-for-profit institution having its principal place of business at Erickson Alumni Center, Morgantown, West Virginia ("WVUAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by WVUAA as an undergraduate or graduate student of WEST VIRGINIA UNIVERSITY.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, business card programs, and travel card and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students and/or alumni of WEST VIRGINIA UNIVERSITY (hereinafter "WVA") and/or other potential participants mutually agreed to by WVUAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.

(i) "Trademarks" means any design, image, visual representation, logo, servicemark, trade dress, trade name, or trademark used or acquired by WVUAA during the term of this Agreement.

(j) "WVUAA Affiliate" means any entity controlling, controlled by or under the common control with WVUAA.

2. RIGHTS AND RESPONSIBILITIES OF WVUAA

(a) WVUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither WVUAA nor any WVUAA Affiliate shall, by itself or in conjunction with others directly or indirectly (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, WVUAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by WVUAA of said financial institution or the advertised Financial Service Product.

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

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

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

(e) Upon the request of MBNA America, WVUAA 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 WVUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due WVUAA. WVUAA shall provide the initial Mailing List, containing at least one hundred forty thousand (140,000) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after WVUAA's execution of this Agreement.

(f) WVUAA 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 WVUAA. Notwithstanding the above, WVUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent

with the then-current materials provided by MBNA America to WVUAA. Any correspondence received by WVUAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) WVUAA hereby grants MBNA America and its affiliates a limited, exclusive sub-license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. WVUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after WVUAA's execution of this Agreement. Nothing stated in this Agreement prohibits WVUAA 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.

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 WVUAA.
- (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 WVUAA.
- (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 WVUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by WVUAA.

4. REPRESENTATION AND WARRANTIES

- (a) WVUAA 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) WVUAA 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 sub-license the Trademarks to MBNA America for use as contemplated by this Agreement. WVUAA 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.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to WVUAA. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and WVUAA 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, (ii) in the form of financial information relating to the Program and (iii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end five full calendar years later. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or WVUAA, 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 WVUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by WVUAA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this

Agreement, WVUAA shall not attempt to cause the removal of WVUAA'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.

(e) Notwithstanding anything else in this Section 10, after termination of the Agreement, MBNA may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped any payments previously made to WVUAA which are subject to recoupment under the Agreement, ("Recoupment Period"). The Recoupment Period shall be no longer than two (2) years after termination of the Agreement.

(f) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(g) For a one (1) year period following the termination of this Agreement for any reason, WVUAA agrees that neither WVUAA nor any WVUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, WVUAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the WVUAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

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

(b) The obligations in Sections 4 (b), 7, 10 (c), 10 (d), 10 (f) and 10(g), shall survive any termination of this Agreement.

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

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

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

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

(1) If to WVUAA:

WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION
Erickson Alumni Center
Morgantown, West Virginia 26506

ATTENTION: Mr. Stephen Douglas, Chief Executive Officer

Fax #: 304-293-4733

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

Fax #: 302-432-0805

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

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

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

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

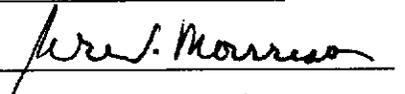
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION

By: 
Name: Stephen L. DOUGHERTY
Title: Executive Vice President
Date: 5-31-00

MBNA AMERICA BANK N.A.

By: 
Name: WILLIAM P. MORRISON
Title: Div. Pres.
Date: 7/12/00

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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:

1. There is NO Annual Fee.
2. For Alumni Customers, the current annual percentage rate will be a fixed rate of 13.99%.
3. For Student Customers, the current annual percentage rate will be a fixed rate of 16.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. BUSINESS CREDIT CARD ACCOUNTS

“BusinessCard Credit Card Account” means a business Credit Card Account (currently referred to as a Platinum for Business account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Account program.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni Customer 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 dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Student Customer 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. .50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. .40% (four one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
6. .50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. BUSINESS CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provision contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Account Royalties accrued hereunder shall be treated as Royalties for purposes of Schedule B, hereof.

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

C. ROYALTY ADVANCE

Upon the full execution of this Agreement, MBNA America shall pay to WVUAA the sum of two hundred twenty-five thousand dollars (\$225,000) (the "First Advance") as an advance against future Royalties, subject to the provisions set forth below. Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to WVUAA the sum of two hundred twenty-five thousand dollars (\$225,000) (the "Second Advance"), as an advance against future Royalties, subject to the provisions set forth below. In the subsequent four (4) years of the Agreement on the anniversary of the Effective Date (the "Payment Date"), MBNA America shall advance an annual sum of three hundred thirty-seven thousand five hundred dollars (\$337,500) (the "Subsequent Advances") for a four-year total of one million three hundred fifty thousand dollars (\$1,350,000), for a total advance of one million eight hundred thousand dollars (\$1,800,000), subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to WVUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to WVUAA as set forth in this Agreement. Notwithstanding the foregoing, WVUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) WVUAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) 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 six (6) 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 controlled by WVUAA during each consecutive twelve month period during the term of the Agreement.

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

D. ROYALTY GUARANTEE

WVUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million eight hundred thousand dollars (\$1,800,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth above.

**TRAVEL REWARDS ADDENDUM
TO THE WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 15th day of December 2003, by and between **West Virginia University Alumni Association** ("WVUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, WVUAA 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 WVUAA; and

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

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

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

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). This enhancement does not change the Royalty Advance nor Royalty Guarantee as defined in section C and D of Schedule B of the Agreement with an effective date of February 1, 2002. MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by WVUAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

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

5. During the term of the Agreement, WVUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

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

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 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 VIRGINIA UNIVERSITY
ALUMNI ASSOCIATION**

MBNA AMERICA BANK, N.A.

By: Stephan K. Douglas

By: J. H. Erskine

Name: [Signature]

Name: Hal Erskine

Title: Executive Director/CEO

Title: CEO

Date: 12-15-03

Date: 1/14/04

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni 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 Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. 0.20% (twenty one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an

Alumni Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

CONSUMER FINANCE ADDENDUM
WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 1st day of July 2005, by and between West Virginia University Alumni Association ("WVUAA") and MBNA America Bank, N.A. ("MBNA"), for themselves and their respective successors and assigns.

WHEREAS, WVUAA 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 WVUAA; and

WHEREAS, WVUAA and MBNA mutually desire to amend the Agreement to include MBNA's Gold Option product ("Gold Option") and Gold Reserve product ("Gold Reserve") (i) as financial services provided by MBNA and (ii) as additional parts of the 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, WVUAA and MBNA agree as follows:

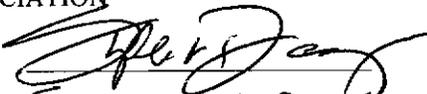
1. The above recitals are incorporated herein and deemed a part of this Addendum
2. The parties agree that Gold Option and Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA, in its sole discretion). MBNA may, at its option, offer Gold Option and/or Gold Reserve to some or all of the persons included on the lists provided by WVUAA under the Agreement.
3. WVUAA agrees to (i) exclusively endorse Gold Option and Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option or Gold Reserve. Subject to the foregoing, all of WVUAA's promises arising from its exclusive arrangements with MBNA in the Agreement shall equally apply to Gold Option and Gold Reserve.
4. During the term of the Agreement, WVUAA will receive the royalties set forth on Attachment #1, for Gold Option accounts and Gold Reserve accounts opened pursuant to the Program. Gold Option and Gold Reserve 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 or Gold Reserve accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, WVUAA shall not take action to cause the removal of WVUAA'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, WVUAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. WVUAA represents and warrants that WVUAA 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.

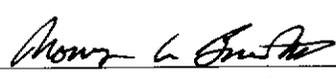
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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.

WEST VIRGINIA UNIVERSITY ALUMNI
ASSOCIATION

By: 
Name: Stephen L. Douglas
Title: CEO
Date: 8-1-05

MBNA AMERICA BANK, N.A.

By: 
Name: Thomas W. Brooks
Title: SEVP
Date: 9/9/05

ATTACHMENT #1

I. Descriptions

These descriptions are subject in all respects to the agreement to be entered into between MBNA and each customer, as the same may be amended from time to time. Further, these descriptions may be adjusted or amended by MBNA from time to time.

A. Gold Option

- 1) Gold Option is a no annual fee revolving loan-type product.
- 2) Customers can request that checks be drawn upon a predetermined line of credit.
- 3) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- 4) Monthly payments may be tailored to customer's monthly needs.

B. Gold Reserve

- 1) Gold Reserve is a revolving loan-type product with an annual fee of \$20.00 after the first year, when applied.
The annual fee is waived for the first six (6) months.
The annual fee for the second six (6) months, when applied, is \$10.00.
- 2) Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
- 3) The customer may request more checks from MBNA America on a periodic basis.

II. Royalties

A) Gold Option:

- 1) \$5.00 (five dollars) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction, which is not subsequently rescinded or disputed.
- 2) 0.25% (twenty-five 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 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.

B) Gold Reserve:

- 1) \$5.00 (five dollars) for each new Gold Reserve account opened, which is utilized by the Customer for at least one transaction, which is not subsequently rescinded.
- 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 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.

**TERM EXTENSION ADDENDUM
TO THE WEST VIRGINIA UNIVERSITY ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of May, 2007 (the "Effective Date"), by and between West Virginia University Alumni Association ("WVUAA"), and FIA Card Services, NA. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WVUAA and Bank are parties to an Agreement dated as of February 1, 2002, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of WVUAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, WVUAA 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. Section 8 of the Agreement is deleted in its entirety and hereby replaced with the following:

"The current term of the Agreement is hereby extended to end on April 30, 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. Schedule B of the Agreement is hereby amended by deleting Sections C and D in their entireties and adding the following new Sections C, D and E as set forth below:

"C. ROYALTY ADVANCE

1. Within forty-five days of full execution of this Addendum, and upon each annual anniversary of the Effective Date up to and including May 1, 2011, during the initial term of this Agreement, Bank shall pay to WVUAA the sum of one hundred seventy thousand dollars (\$170,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to WVUAA, be applied against the Advance until such time as the Advance is fully

recouped. Any Royalties accrued thereafter shall be paid to WVUAA as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to WVUAA hereunder, and WVUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) for the current contract year paid by BANK and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement and after the Effective Date;

(ii) WVUAA breaches any of its obligations under this Agreement;

(iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) Bank is prohibited or otherwise prevented from conducting at least six (6) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and posting) at mutually agreed upon locations and times during each consecutive twelve month period during the term of the Agreement.

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

D. ROYALTY GUARANTEE

WVUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than eight hundred fifty thousand dollars (\$850,000) (the "Guarantee Amount") by April 30, 2012, subject to the provisions set forth below. If on April 30, 2012, WVUAA has not accrued \$850,000 in Royalties, Bank will pay WVUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by WVUAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection C.1., above.

E. ACCOUNT BONUS

Bank agrees to pay WVUAA a bonus payment of thirty thousand dollars (\$30,000) when the number of new Credit Card Accounts opened reaches one thousand (1,000) and an additional twenty thousand dollars (\$20,000) when the number of new Credit Card Accounts reaches twelve hundred (1,200) in each twelve (12) month period of the contract as additional Royalty compensation (each an "Account Bonus"). Each Credit Card Account must remain open for at least ninety (90) consecutive days and be utilized by the Customer within the first ninety (90) consecutive days of the new Credit Card Account's opening to qualify for such Account Bonus. WVUAA shall only be eligible to receive a maximum Account Bonus of fifty thousand dollars (\$50,000) pursuant to this Section E, in any twelve month period of the term. The first twelve month period begins on the Effective Date of this Addendum. Notwithstanding the foregoing, any Account Bonus and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection C.1, above."

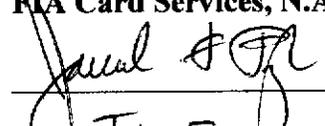
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

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

West Virginia University Alumni Association

By: 
Name: Stephen L. DOUGLAS
Title: President
Date: 5/4/07

RIA Card Services, N.A.

By: 
Name: Jake Frego
Title: SVP
Date: 5/21/07

cd