

FEB 09 2005

6/9/95

LICENSE AGREEMENT

This Agreement is entered into by and between **MBNA AMERICA BANK, N.A.**, a national banking association having its principal place of business in Newark, Delaware ("MBNA America")

-AND-

THE PENN STATE ALUMNI ASSOCIATION, a Pennsylvania nonprofit corporation, having its principal place of business in State College, Pennsylvania (the "Association") for themselves, and their respective successors and assigns.

BACKGROUND

A. PSAA Holding Corporation, a wholly owned subsidiary of Association, and MBNA America entered into an agreement last signed March 7, 1994, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of PSAA Holding Corporation; and

B. Association was assigned, on ^{June 14 1996} ~~[month, day, year]~~, PSAA Holding Corporation's rights and obligations under the Original Agreement and MBNA America has consented to this assignment; and

C. Association and MBNA America mutually desire to amend and restate the Original Agreement;

D. MBNA America is in the business of issuing credit cards to members of certain nonprofit or exempt organizations.

E. The Association desires to license its name, mark, mailing list and logo to MBNA America, and to engage MBNA America to issue credit cards to its members, which cards shall prominently display the mark and logo of the Association, and MBNA America desires to be so engaged.

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

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this Agreement and Schedules A, B, and C.

(b) "Anniversary Date" means August 30, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.

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

(d) "Financial Services" means credit card programs, charge card programs, general bank card services, travel and entertainment card services, and deposit services.

(e) "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 and Students segmented by zip codes or reasonably selected membership characteristics with the exception of certain Members who have specifically asked to be excluded from solicitation for Financial Services.

(f) "Member" means members of the Association and, in addition, other individuals or groups of individuals that are mutually designated by the Association and MBNA America.

(g) "Program" means those programs and services of the Financial Services that MBNA America agrees to offer from time to time to Members or Students.

(h) "Royalties" means the compensation to be paid by MBNA America to the Association for use of the Trademarks and Mailing Lists.

(i) "Student" means full and part time students of The Pennsylvania State University.

(j) "Trademarks" means the marks and logos set forth on Schedule C attached hereto and made a part hereof by this reference.

2. LICENSE OF TRADEMARKS AND MAILING LIST. The Association licenses the Trademarks and Mailing Lists to MBNA America in connection with MBNA America's offering of the Program to Members and Students under the terms and conditions set forth in this Agreement.

3. AGREEMENT TO PROVIDE SERVICES. In accordance with the terms and conditions of this Agreement, MBNA America shall offer the Program to Members and Students and shall compensate the Association with Royalties generated thereby, and the Association agrees to exclusively endorse the Program and provide MBNA America with licenses in the manner specified herein.

4. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION.

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

(b) During the term of this Agreement and any extension thereof, the Association shall authorize MBNA America to complete three full solicitations during each calendar year regarding participation in the Program. For purposes of this section, a "full solicitation" means the use of information in the Association's entire Mailing List for contact with Members and Students. Such solicitations shall be made only on the prior written approval of the Association, which approval shall not be unreasonably withheld.

(c) The Association shall have the right of prior approval, which shall not be unreasonably withheld or delayed, of all Program advertising and solicitation materials to be used by MBNA America, which contain either the Association's Trademark or the endorsement of the Association, including but not limited to solicitations sent to existing MBNA America Customers obtained as a result of the Program.

(d) Upon request, the Association or an affiliate of the Association agrees to provide MBNA America with current and updated Mailing Lists. The charge for such lists will be based on the reasonable and customary cost of such list as negotiated from time to time. Any costs associated with the production of the Mailing Lists will either be absorbed by the Association or deducted from Royalties payable hereunder.

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

(f) The Association warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. The Association hereby grants MBNA America a limited, exclusive license to use

its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall not be transferable or assignable without mutual written consent. This license shall remain in effect for the duration of this Agreement. Nothing stated in this Agreement prohibits the Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Services.

(g) The Association shall provide MBNA America with a subscription, at no cost to MBNA America, to any and all Association publications.

5. RIGHTS AND RESPONSIBILITIES OF MBNA America.

(a) MBNA America shall design, develop and administer the Program for Members and Students.

(b) MBNA America shall design all advertising, solicitation and promotional materials for the Program. MBNA America reserves the right of prior approval for all advertising and solicitation materials concerning or related to the Program.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of the Association.

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

(f) MBNA America shall provide quarterly reports to the Association at no cost, containing the following information regarding the Program:

- (1) total number of Customer accounts;

(2) total number of accounts opened by Members and Students during the most recently completed calendar quarter;

(3) total number of accounts renewed by Customers during the most recently completed calendar quarter; and

(4) total number of Customer purchases and total number of refunds and returns by Customers during the most recently completed calendar quarter.

(g) Upon the request of the Association but in no event more than once per year, MBNA America shall provide a list of the names and addresses of Customers who are participants in the Program (the "Customer Lists"). The Association shall return any Customer Lists provided by MBNA America in the form provided within thirty (30) days of the Association's receipt of such Customer Lists. No duplication, in any manner whatsoever, of such Customer Lists shall be made by the Association without the prior written approval of MBNA America.

(h) All Customer Lists are and shall remain the sole property of MBNA America. The Association shall not make the Customer Lists available, in whole or in part, to any person or entity other than MBNA America without receiving the prior written authorization of MBNA America. The Association shall make reasonable efforts to ensure that its employees, agents,

volunteers and representatives maintain the confidentiality of and make no unauthorized use of the Customer Lists.

6. ROYALTIES.

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

(b) Upon the expiration or termination of this Agreement, and provided that the Association does not endorse, sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America, MBNA America shall continue to pay Royalties to the Association for those Customer accounts in good standing with credit devices that bear the endorsement of the Association.

7. CROSS INDEMNIFICATION. The Association and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from

the breach of this Agreement by the Association or MBNA America, respectively, as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. MBNA America also shall indemnify the Association for any violation by MBNA America of the Federal Truth in Lending Act and the Equal Credit Opportunity Act in connection with the Program. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in a claim for indemnification under this Agreement.

8. RATES AND BENEFITS. MBNA America reserves the right to make periodic adjustments to the terms and features of the Program. MBNA America shall inform the Association at least sixty (60) days prior to such an adjustment except for those terms, features or benefits required by a card association independent of MBNA America. In the event a change increases the fees or finance charges to be paid by the Customers, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law. Provided, however, that no such change or adjustment shall affect the terms set forth on Schedule "B", without the prior written consent of the Association.

9. CONFIDENTIALITY AGREEMENT. MBNA America and the Association expressly agree that the terms of this Agreement shall remain confidential and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and the Association shall be permitted to disclose such terms to (i) their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner, or (ii) as required by law or by any governmental regulatory authority.

10. TERM OF AGREEMENT.

(a) The initial term of this Agreement will be for the period beginning April 1, 1995 until August 29, 1999 (the "Initial Term"). This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedules A and B are accurate as of April 1, 1995, and MBNA America shall not adjust the rate provisions of Schedule A and B for 90 days from such date.

(b) If either party to this Agreement becomes insolvent such 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, this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

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

13. MISCELLANEOUS.

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

(b) The obligations in Section 7, 9, 10(c) and 12(c) shall survive any termination or expiration of this Agreement.

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

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

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

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

(i) If to the Association:

Penn State Alumni Association
105 Old Main
University Park, PA 16802
ATTENTION: Mr. Peter B. Weiler
Executive Director

(ii) If to MBNA America:

MBNA AMERICA BANK, N.A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. Howard C. Wallace
Executive Vice President

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

If the Association is providing MBNA America with notice pursuant to Section 10(a) herein, the Association must provide notice at least twelve (12) months before the effective date contained in such notice.

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

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

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person

other than the Association and MBNA America, their successors and assigns, any rights or remedies under by reason of this Agreement. MBNA America may utilize the services of any affiliate or third party in fulfilling its obligations under this Agreement.

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

PENN STATE ALUMNI ASSOCIATION

Dated this 1ST day

of April, 1995

By: P. B. Weiler

Peter B. Weiler
Executive Director

MBNA AMERICA BANK, N.A.

Dated this _____ day

of _____, 1995

By: [Signature]

Title: Exec. V.P.

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:

CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Members and Students will be a fixed rate of 18.4%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Association 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. \$5.00 (five dollars) for each new Credit Card Account opened by a Member or Student, which remains open for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$10.00 (ten dollars) for each Credit Card Account for which the annual fee is paid by a Student. 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. \$5.00 (five dollars) for each Silver MasterCard and/or Silver Visa Account for which the annual fee is paid by a Member. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. \$10.00 (ten dollars) for each Gold MasterCard and/or Gold Visa Account for which the annual fee is paid by a Member. 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.
5. 1.0% (one percent) 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).

6. 0.50% (one half of one percent) 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).

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

B. ROYALTY GUARANTEE

MBNA America guarantees that Association will receive two million dollars (the "Guarantee Amount") in Royalties for the Program as set forth in Section A of this Schedule B, during the period from April 1, 1995, to March 31, 1996. If at the end of this period the Association has not earned the Guarantee Amount then MBNA America shall, within approximately 45 days from the end of the period, pay the Association the difference between the Guarantee Amount and what the Association actually earned during the period. This Guarantee Amount is expressly contingent on the following conditions:

1. Association must permit MBNA America to implement at least two (2) direct mail campaigns to substantially all of the Members and Students; and
2. Association must permit MBNA America to implement at least two (2) telemarketing campaigns to substantially all of the Members and Students; and
3. Association must permit MBNA America to implement at least two (2) direct promotion campaigns; and
4. this Agreement must remain in full force and effect until the Anniversary Date; and
5. Association must not default on the terms of this Agreement.

C. 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.

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



Philip J. Floor
First Vice President

January 19, 1996

MBNA America Bank, N.A.
Wilmington, Delaware 19884-0036

(800) 441-7048 Ext. 20295
(302) 432-0295
(302) 432-0414 Fax

Peter Weiler
Executive Director
Penn State Alumni Association
105 Old Main
University Park, PA 16802

Dear Peter:

After evaluating the cost of servicing accounts that require extra maintenance, we will be making a few changes to our cardholder's credit card agreements. These changes will make the fee structure consistent with the cost of providing the service required. Each of these changes affects very few of your members. Customers will be notified of these changes in February, 1996, with the changes being effective April, 1996.

Currently, delinquent Customers are assessed late fees and penalties determined by the length of the delinquency. In addition to a \$15 late fee, prolonged delinquency can result in an increase in the annual percentage rate. Under the new terms, these Customers will only be assessed an \$18 fee for each late payment. This is a change that makes late payment fees simpler to understand. An \$18 fee will also be assessed on checks that are returned because of insufficient funds or for exceeding the credit line issued to an account. Additionally, the current transaction fees for cash withdrawals from ATMs, banks, and non-bank institutions will no longer have a cap.

MBNA is committed to satisfying our Customers. We have structured our fees to be straightforward and fair. Our credit card products are a superior value with unequalled service standards for each of our Customers.

Please call me toll free at 1-800-441-7048, extension 20295 if you have any questions.

Sincerely,

Philip J. Floor
First Vice President

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SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") entered into on this 31 day of August, 1998 ("Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business at 1100 King Street, Wilmington, Delaware (hereinafter referred to as "MBNA"), and THE PENNSYLVANIA STATE UNIVERSITY, a Pennsylvania nonprofit corporation, 208 Old Main, University Park, Pennsylvania (hereinafter referred to as "PSU").

WHEREAS, PSU is the land grant university of the Commonwealth of Pennsylvania; and

WHEREAS, MBNA has a long standing relationship with PSU and desires to make a substantial gift to sponsor and support PSU's Athletic Department; and

WHEREAS, PSU desires to accept MBNA's sponsorship proposal; and

WHEREAS, the parties mutually desire to set forth the terms and conditions of their sponsorship agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties hereto, and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. SPONSORSHIP BENEFITS

(a) PSU shall license and provide to MBNA copies of updated and current lists containing names, postal addresses and, when available, telephone numbers (after PSU has completed its standard exclusion process) ["Mailing List"]: (i) of PSU's men's and women's basketball and football season ticket holders; and (ii) of the Nittany Lion Club members. All Mailing Lists shall be segmented by zip codes or other reasonably selected membership characteristics and shall be in a format designated by MBNA.

(b) PSU shall permit MBNA to solicit the individuals on the Mailing Lists to participate in MBNA credit card programs. MBNA shall have the sole right to designate individuals on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of PSU. However, MBNA may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. Such separately maintained information becomes a part of MBNA's own files and shall not be subject to this Agreement; provided however that MBNA will not use this separate information in a manner that would imply an endorsement by PSU.

(c) PSU agrees that the Student Recreation Center to be constructed in the building now known as the "White Building" will be named the "MBNA Student Recreation Center". Except as provided below, PSU agrees that said name will remain unchanged during and after the term of this Agreement in perpetuity. When requested by MBNA, but subject to the sentence immediately below, PSU agrees to replace the "MBNA" part of the name of "MBNA Student Recreation Center" with a different name in the event that MBNA changes its legal name. Notwithstanding the above, PSU is not required to replace the "MBNA" part of the name of

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"MBNA Student Recreation Center" with a different name if the replacement name and its use would, in PSU's reasonable judgment, cause harm to PSU's professional or educational reputation in the community (meaning parents, students and prospective students), measured as a whole.

(d) PSU agrees that, during the term of this Agreement, MBNA will have exclusive access, at all athletic or other events held at Beaver stadium and at no additional cost, to an enclosed press box room in Beaver stadium ("Box"), along with at least 2 parking passes. The Box comfortably holds 10 and will contain 8 chairs. PSU also agrees to provide, at no additional cost, MBNA with four (4) seat tickets, all together, to any Beaver stadium event and agrees that said seats shall be between the forty yard lines.

(e) In the event that Beaver stadium is improved to include suites (other than the existing press boxes), PSU hereby agrees that MBNA will have priority selection of such a suite provided that MBNA pays PSU's normal and customary charges therefor.

(f) During the term of this Agreement, PSU agrees that MBNA will be provided, at no cost to MBNA, with a prominent area for an MBNA sponsorship acknowledgment sign at the "Recreational ('Rec') Hall." The sign, including its dimensions, will be designed, developed and produced by MBNA at its cost. The dimensions, content and placement of the sign shall be subject to PSU's prior written approval, which shall not be unreasonably withheld. Further, the parties agree that the sign shall be a sponsorship acknowledgment and shall not contain any advertising material as such term is defined in Internal Revenue Code, Section 513.

(g) PSU shall provide MBNA with the necessary access, during each year of this Agreement, for MBNA to conduct Program enhancement activities for its credit card programs: (i) at one-half of all PSU football games played at PSU, but in no event less than four (4) home games; and (ii) at one-half of all PSU home men's and women's basketball games played at PSU, but in no event less than seven (7) home games per team per season. Which games MBNA is going to conduct the Program enhancement activities shall be determined by MBNA. For purposes of this Agreement, the term "Program enhancement activities" shall mean tables staffed by MBNA employees and agents that acknowledge and display MBNA's product and service materials.

(h) When conducting Program enhancement activities, MBNA may have as many as four (4) Program enhancement activities locations (each a "Location") at the athletic facility holding the game. The Locations shall be at prominent locations and will be mutually agreed upon by MBNA and PSU.

(i) PSU shall distribute employee passes to all MBNA employees and agents. To the extent that they are informed of the rules and regulations, MBNA agrees that all MBNA employees and agents will follow PSU's rules and regulations when conducting Program enhancement activities.

(j) PSU shall provide MBNA with four (4) parking permits/passes for each game at which MBNA will be conducting Program enhancement activities.

(k) PSU shall provide MBNA with reasonable vehicular access to the athletic facility in which MBNA will be conducting Program enhancement activities. Such vehicular access shall to the extent possible provide the MBNA vehicle a convenient position, in relation to each Location, to unload/load.

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(l) PSU shall permit MBNA to set up each Location at least one (1) hour prior to the gates opening for the athletic event.

(m) Any issues concerning Program enhancement activities not specifically mentioned in this Agreement will be mutually agreed upon by MBNA and PSU and both parties agree to be reasonable.

2. EXCLUSIVITY

(a) PSU agrees that during the term of this Agreement: (i) it will not sponsor or endorse, or before August 31, 2007 solicit proposals for programs offering or discuss with any organization (other than MBNA) the providing of, any Financial Services or Insurance Products, as defined below, of any organization other than MBNA; (ii) it will not license or allow others to license any PSU Trademark during the term of this Agreement in relation to or for promoting any Financial Services or Insurance Products of any entity other than MBNA; and (iii) 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 student, alumnus, fan, or supporter of PSU in relation to or for promoting any Financial Services or Insurance Products of any entity other than MBNA. PSU agrees, and agrees to take the necessary steps to ensure, that MBNA shall be the exclusive provider, solicitor and marketer of any Financial Services or Insurance Products at Beaver stadium (or successor stadium) and the Jordan Center (or successor center), both inside and outside of such stadium and center. PSU also agrees, and agrees to take the necessary steps to ensure, that (subject to the activities permitted in Section 2(b), (c) and (d) below) MBNA shall be the exclusive provider, solicitor and marketer of any Financial Services or Insurance Products on any PSU campus. Notwithstanding anything else in this Agreement to the contrary, PSU may accept advertising from any financial institution provided that the advertisement does not contain a PSU Trademark or an express endorsement by PSU of any Financial Services or Insurance Products. "Financial Services" means the same financial services and products included within the term "Financial Services", as defined in the Alumni Association Agreement, in each case, that will be marketed to students or alumni of PSU. "Insurance Products" means the same insurance services and products included within the term "Insurance Products", as defined in the Alumni Association Agreement, in each case, that will be marketed to students or alumni of PSU.

(b) Notwithstanding Section 2(a) above, without being in violation of this Agreement, PSU may: (i) continue to offer to PSU faculty, staff and PSU employed students a purchasing card that is for business purposes only wherein the obligor is PSU; (ii) issue or have issued any identification card for PSU students, staff and faculty, including PSU's current ID plus™ card, so long as such identification cards do not contain a credit feature; (iii) participate in a corporate or travel expense credit card program for its faculty, staff and PSU employed students; (iv) promote any Insurance Products or Financial Services that are for its own internal corporate use.

(c) Notwithstanding Section 2(a) above, PSU shall not be deemed in violation of this Agreement in the event that another financial institution conducts direct promotion campaigns for credit card or charge card products on any PSU campus so long as said financial institution's access was provided solely through a PSU student organization and said financial institution complies with PSU's written policies and rules regarding vendor solicitations on PSU campuses, which policies and rules mandate, among other things, that such solicitations take place at certain times and places and are conducted in a certain manner.

(d) Notwithstanding Section 2(a) above, PSU shall not be deemed in violation of this Agreement in the event that the bookstores on any PSU campus have take-one credit card applications from another financial institution on display inside the bookstore or in bookstore sale bags.

(c) In the event that PSU desires that an identification card for PSU students, staff and faculty, including PSU's current ID plus™ card, contain a credit feature, MBNA agrees to negotiate an agreement with PSU that would add a credit feature to such identification card.

3. REPRESENTATIONS AND WARRANTIES

(a) PSU and MBNA 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) PSU represents and warrants to MBNA as of the date hereof and throughout the term of this Agreement that it has the right and power to license the PSU Trademarks to PSAA for MBNA's exclusive use as contemplated by the Alumni Association Agreement, as defined in Section 4(b).

(c) PSU represents and warrants to MBNA as of the date hereof and throughout the term of this Agreement that the athletic department is a department within PSU and is not a separate entity or organization and that there is no entity or organization (including any organization associated with PSU athletics) that is not an affiliate of PSU that can use, license or sub-license the PSU Trademarks in connection with any Financial Services or Insurance Product, that has access to the Mailing List in connection with any Financial Services or Insurance Product or that can grant marketing access to any PSU campus or to any PSU athletic event in connection with any Financial Services or Insurance Product.

4. COMPENSATION

(a) In return for the Sponsorship benefits: MBNA agrees, subject to the conditions listed below in subsection (b), to pay PSU in 1998 five hundred thousand dollars (\$500,000.00), in 1999 seven hundred thousand dollars (\$700,000.00), in 2000 one million dollars (\$1,000,000.00), in 2001 one million three hundred thousand dollars (\$1,300,000.00) and in 2002 one million five hundred thousand dollars (\$1,500,000.00) (each referred to as a "PSU Payment" and, collectively, referred to as "PSU Payments"). The first PSU Payment shall be made on 10/1, 1998, and the remaining four PSU Payments shall be made in the applicable calendar year on the anniversary date of the payment of the first PSU Payment.

(b) Each PSU Payment shall be expressly contingent upon:

- (i) This Agreement, MBNA's gift agreements with PSU (dated the same date herewith) ("Gift Agreements") and MBNA's licensing agreement with PSAA ("Alumni Association Agreement") all remaining in full force and effect;
- (ii) PSU not being in breach of its obligations or covenants in this Agreement or the Gift Agreements;
- (iii) All PSU affiliated entities and organizations not endorsing, advertising, aiding, developing or soliciting a Financial Services or Insurance Product of an entity other than MBNA during the term of the Agreement; and
- (iv) PSAA not being in breach of its obligations or covenants in the Alumni Association Agreement.

(c) PSU agrees that it shall apply the PSU Payments (totaling, in the aggregate, \$5,000,000.00) toward certain student athletic scholarships, certain athletic facility improvements, and the overall development of PSU's athletic programs. PSU shall inform and consult with MBNA concerning the specific use of the PSU Payments prior to use of any such funds. PSU agrees that at least ten percent (10%) of each year's PSU Payment will be used in said year for athletic scholarships.

(d) Also in return for the Sponsorship benefits: MBNA agrees to pay PSU on the Effective Date and upon the first four annual anniversaries of the Effective Date of this Agreement, the sum of one hundred thousand dollars (\$100,000). Notwithstanding the foregoing, the aggregate payments to PSU under this subsection (d) shall never exceed five hundred thousand dollars (\$500,000.00) and MBNA shall no longer be obligated to pay the compensation in this subsection to PSU in the event any of the conditions set forth in clauses (i) through (v) below should occur:

- (i) Joe Paterno breaches any of his obligations under his agreement with MBNA ("Paterno Agreement").
- (ii) This Agreement, the Gift Agreements, the Alumni Association Agreement and the Paterno Agreement all remaining in full force and effect;

(iii) PSU not being in breach of its obligations or covenants in this Agreement or the Gift Agreements;

(iv) All PSU affiliated entities and organizations not endorsing, advertising, aiding, developing or soliciting a Financial Services or Insurance Product of an entity other than MBNA during the term of the Agreement; and

(v) PSAA not being in breach of its obligations or covenants in the Alumni Association Agreement.

5. 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 and PSU shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

6. INDEMNIFICATION AND INSURANCE

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

(b) MBNA America will indemnify and hold harmless PSU, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of an act or omission by MBNA, or MBNA's officers, employees or agents, related to the Program in which PSU is included as a defendant (referred to as a "Claim"). PSU shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. PSU agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If PSU takes any Action with respect to a Claim without MBNA America's written approval or PSU fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to indemnify and hold PSU harmless with respect to that Claim.

MBNA BANKING SERVICES DEVELOPMENT 9 513024321270 NO. 438 0008

(c) Throughout the term of this Agreement, MBNA shall maintain the following insurance coverage, at its expense, for activities conducted by MBNA at PSU's campuses (if applicable):

- (i) Worker's compensation coverage, as required by applicable law;
- (ii) Comprehensive general liability insurance coverage in an amount not less than Five Million (\$5,000,000) dollars, combined single limit; and
- (iii) All Certificates of Insurance shall name PSU as an additional insured

7. TERM OF AGREEMENT

The term of this Agreement will be concurrent with the term of the Alumni Association Agreement and, thus, this Agreement will expire or terminate when the Alumni Association Agreement expires or terminates, but in no event will this Agreement's term go beyond August 21, 2008.

8. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA or PSU, 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) Upon termination of this Agreement, MBNA shall, in a manner consistent with Section 8(c) of this Agreement, cease to use the PSU Trademarks. MBNA agrees that upon such termination it will not claim any right, title, or interest in or to the PSU Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA may conclude all solicitation that is required by law.

(c) MBNA shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement, the Gift Agreements or the Alumni Association Agreement to be communicated by PSU to any student, alumni, fan or other supporter of PSU. Such approval shall not be unreasonably withheld. PSU shall not attempt to cause the removal of PSU's identification or PSU Trademarks from any credit device, and related records, of any MBNA cardholder existing as of the effective date of termination of this Agreement prior to said credit devices expiration date after said termination.

10. MISCELLANEOUS

(a) The obligations in Sections 1(c), 5, 6, 8(b) and 8(c) shall survive any termination of this Agreement.

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

(c) PSU is and shall remain an independent contractor and nothing in this Agreement will create a relation of principal and agent or employer and employee between MBNA and PSU or any of its employees.

(d) 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 PSU:

208 Old Main,
University Park, Pennsylvania

ATTENTION: XXXXX *GARY C. SCHULTZ, SENIOR VICE PRESIDENT
FOR FINANCE AND BUSINESS/TREASURY*

Fax #: *(814) 863-2685*

(2) If to MBNA:

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

ATTENTION: Richard K. Struthers

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

(e) 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.

(f) 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, PSU may not assign any of its rights or obligations under this Agreement to any other person without the prior written consent of MBNA. MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of PSU; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or

(iii) to any MBNA Affiliate which can fully perform the obligations of MBNA America to the extent assigned or transferred to such MBNA Affiliate.

MBNA may utilize the services of any third party in fulfilling its obligations under this Agreement.

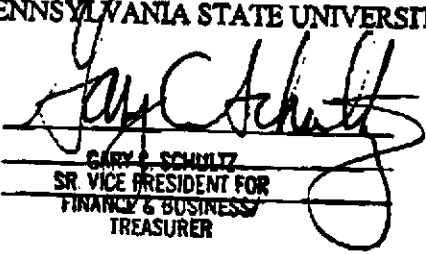
(g) This contract shall be governed by the laws of the state of Delaware, without regard to its conflict of law principles. This Agreement shall be binding upon the parties' successors and permitted assigns. If any part of this Agreement is found to be unenforceable, the remainder of this Agreement shall survive as if such unenforceable provision had not been contained herein. Failure by either party to insist upon strict compliance with the terms hereof shall not be deemed to be waiver of any rights hereunder.

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

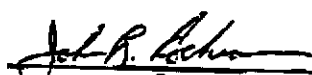
THE PENNSYLVANIA STATE UNIVERSITY

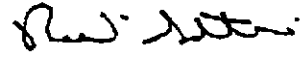
MBNA AMERICA BANK, N.A.

By:
Name:
Title:


GARY J. SCHULTZ
SR. VICE PRESIDENT FOR
FINANCE & BUSINESS
TREASURER

By:
Name:
Title:


JOHN A. COCHRAN
Sr. Vice Chairman



**ADDENDUM TO THE PENN STATE
ALUMNI ASSOCIATION LICENSE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 11th day of September, 1998 ("Effective Date"), by and between The Penn State Alumni Association ("PSAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, PSAA and MBNA America are parties to a License Agreement last dated April 1, 1995 (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 PSAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, PSAA 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. Term. Section 10(a) of the Agreement and the last sentence in Section 13(f) of the Agreement are hereby deleted in their entirety and replaced with the following:

"The current term of this Agreement will end on September 30, 2008. This Agreement will automatically extend at the end of said 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."

3. Financial Services. Section 1(d) of the Agreement is hereby deleted in its entirety and replaced with the following: "Financial Services" means credit card programs, charge card programs, installment loan programs (e.g., gold option, which is an open-end revolving loan product that is check accessed and has a fixed repayment schedule with the opportunity to borrow additional sums or to access the portion of the credit line that has been repaid), revolving loan programs (e.g., gold reserve product, which is an open-end revolving loan product that is check accessed and has a formula based minimum payment requirement), deposit programs, and travel and entertainment card programs."

4. Member. Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following: "Member" means a member of PSAA, an alumni of The Pennsylvania State University ("PSU"), supporters of PSU and such other potential participants as the parties may mutually agree upon."

5. Gold Option. (a) The parties agree that MBNA America's Gold Option product ("Gold Option") (as such product is more fully described on Attachment #1) is now a part of the Program (as such Program may be adjusted or amended from time to time by MBNA America in accordance with Section 8 of the Agreement). MBNA America may, at its option, offer the product to some or all of the persons included on the lists provided to MBNA America under the Agreement, the timing of which shall be mutually agreed to by the parties. MBNA America, from time to time, enters into relationships with other entities (for example, Gateway) wherein said entity's products or services are offered on an endorsed basis to MBNA America's affinity groups and the Gold Option product is used to finance the purchase of the product or service. In the event that MBNA America offers PSAA such an opportunity, PSAA agrees to use reasonable efforts to work with MBNA America to implement such a program on terms the parties can mutually agree upon.

(b) PSAA agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. PSAA agrees that all of its promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.

6. Insurance Product. (a) MBNA America may offer automobile, mobile home, boat, motorcycle, classic car and homeowners insurance products (the "Insurance Products") to the members of PSAA, students, graduates and alumni of Penn State University ("PSU"), donors and supporters of PSU and/or other potential participants mutually agreed to by PSAA and MBNA America ("Penn State Supporters"). MBNA America shall select those programs and services of the Insurance Products MBNA America agrees to make available pursuant to this Section 6 from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features.

(b) PSAA authorizes MBNA America, at mutually agreed intervals and times, to solicit the Penn State Supporters by mail, direct promotion, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program, subject to PSAA's approval right in Section 6(d). PSAA shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.

(c) Upon the request of MBNA America and in consideration of the compensation set forth in Section 6(g), PSAA shall provide MBNA America with its Mailing List, as currently defined in Section 1(e) of the Agreement. MBNA America shall use the Mailing Lists provided pursuant to this Section 6 consistent with this section 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 Penn State Supporters on the Mailing Lists to whom Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of PSAA. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Section 6 and/or the Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by PSAA.

(d) PSAA hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) the Trademarks, as currently defined in Section 1(j) of the Agreement, during the term of this Section 6. This license is transferable and assignable upon the assignment of this Section 6 in accordance with Section 6(o). This license shall remain in effect for the duration of this Section 6 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. PSAA shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain PSAA's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Section 6 prohibits PSAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Insurance Products.

(c) Except for any Existing Agreements, as defined in Section 7 of this Addendum, PSAA agrees that during the term of this Section 6: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Penn State Supporters in relation to or for promoting any Insurance Products.

(f) PSAA shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by PSAA that is intended for MBNA America (e.g., applications, payments, inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) MBNA America plans to introduce, by January 1, 1999, an auto insurance program with a new underwriter that has customer satisfaction quality that is at least as good as the auto insurance program MBNA America offered with its old underwriter. If MBNA America introduces, by January 1, 1999, an auto insurance program with a new underwriter:

MBNA America shall pay to PSAA a payment of :\$100,000.00 in the event that 25,000 Initial Information Packages are mailed before the expiration of the term of this Section 6 (including all Initial Information Packages mailed prior to the Effective Date). MBNA America shall pay to PSAA an additional payment of :\$275,000.00 in the event that 50,000 Initial Information Packages are mailed before the expiration of the term of this Section 6 (including all Initial Information Packages mailed prior to the Effective Date). MBNA America shall pay to PSAA an additional payment of :\$375,000.00 in the event that 100,000 Initial Information Packages are mailed before the expiration of the term of this Section 6 (including all Initial Information Packages mailed prior to the Effective Date).

An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Penn State Supporter who is responding to a contact made under the Insurance Program.

If MBNA America has not introduced, by January 1, 1999, an auto insurance program with a new underwriter, Section A.(2) of Attachment #2 shall be revised as set forth therein.

The compensation payment referred to in Section 6(g) above is hereinafter referred to as "Insurance Compensation".

(h) MBNA America's Insurance Compensation to PSAA under Section 6 (g) is not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Insurance Products.

(i) The terms of this Section 6, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Addendum ("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 Addendum or as mutually agreed in writing. MBNA America and PSAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

(j) In the event of any material breach of this Section 6 by MBNA America or PSAA, the other party may terminate this Section 6 (but not the 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 Section 6. 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 Section 6 shall terminate sixty (60) days after the Cure Period. Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) Upon termination of this Section 6, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) PSAA shall not attempt to cause the removal of PSAA's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Section 6; (iii) MBNA America may conclude all solicitations and/or transactions that are required by law; and (iv) the obligations in Sections 6(i), (k) and (m) shall survive. MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Section 6 to be communicated by PSAA to the Penn State Supporters. Such approval shall not be unreasonably withheld.

(l) PSAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Section 6 that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Section 6.

(m) PSAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action,

claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Section 6 by PSAA or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall promptly notify the other party in the manner provided in this Section 6 upon learning of any claims or complaints that may reasonably result in the indemnification by the other party pursuant to this Section 6(m).

(n) This Section 6 cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Section 6 shall not be deemed a waiver of such right or any other rights. If any part of this Section 6 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 Section 6 which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. This Section 6 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.

(o) This Section 6 contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, PSAA may not assign any of its rights or obligations under or arising from this Section 6. MBNA America may not assign or transfer its rights and/or obligations under this Section 6 without the written consent of PSAA; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Section 6:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
- (iii) to any MBNA Affiliate which can fully perform the obligations of MBNA America to the extent assigned or transferred to such MBNA Affiliate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Section 6.

(p) MBNA America and PSAA 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 Section 6. Nothing expressed or implied in this Section 6 is intended or shall be construed to confer upon or give any person other than PSAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Section 6.

(q) All notices relating to this Section 6 shall be in writing and shall be sent as currently required by Section 13(f) of the Agreement.

(r) Notwithstanding any other provision of the Agreement, the initial term of this Section 6 will begin on the date this Addendum is executed and shall end on March 30, 2008. This Section 6 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. The expiration or termination of the Agreement shall not terminate this Section 6. If either MBNA America or PSAA 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 Section 6.

(s) This Section 6 contains the entire agreement of the parties with respect to the Insurance Program 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.

7. Existing Relationships. With respect to any current agreement PSAA has with an entity or person related to any financial or insurance service or product not within the definition of Financial Services or Insurance Products ("Existing Agreement"), PSAA agrees that prior to renewing or extending any Existing Agreement, it shall provide MBNA America with a reasonable opportunity to submit a proposal to PSAA for the product or service covered by the applicable Existing Agreement. PSAA agrees to give MBNA America's proposal reasonable consideration. If MBNA America's proposal for the applicable product or service is accepted, MBNA America and PSAA agree to either execute an addendum to this Agreement or a new agreement covering the applicable product or service, whichever is more practicable.

8. New Relationship.

(a) During the term of the Agreement, in the event that PSAA desires to work with an entity related to a specific property/casualty service or product or consumer loan or credit service or product (secured or unsecured) not included within the definition of Financial Services or Insurance Products and not subject to an Existing Agreement (the "Proposed Product"), PSAA hereby agrees to provide MBNA America with written notice of this desire ("Notice"). During the ninety (90) days following MBNA America's receipt of the Notice ("Exclusivity Period"), PSAA agrees that it shall negotiate exclusively with MBNA America, in good faith, in an effort for the parties to agree on the terms upon which MBNA America would offer the Proposed Product to the Members and Students. During such time, PSAA shall not discuss, directly or indirectly, the Proposed Product with any other financial institution. If MBNA America notifies PSAA in writing that it does not wish to negotiate an agreement for the Proposed Product, then upon receipt of such notice from MBNA America PSAA may negotiate with any entity to provide the Proposed Product to Students and Members without regard to Section 8(b). If, however, PSAA and MBNA America are unable, in good faith, to come to agreement (within the Exclusivity Period) on the terms upon which MBNA America would offer the Proposed Product to the Members and Students, PSAA may, subject to Section 8(b) below, negotiate with any entity to provide the Proposed Product to Students and Members.

(b) In accordance with Section 8(a) above, if at the end of the Exclusivity Period PSAA and MBNA America are unable, in good faith, to negotiate an agreement upon which MBNA America would offer the Proposed Product to the Members and Students, PSAA may then solicit bids for the Proposed Product from other providers. Once the bids have been received and preliminarily reviewed, PSAA will inform MBNA America of whether or not MBNA America's final proposal submitted to PSAA during the Exclusivity Period should be resubmitted. If another bid from MBNA America is desired and MBNA America submits such a bid, then PSAA will give such bid the same consideration it gives to the bids it received from the other providers.

9. Payments. Effective October 1, 1998, Schedule B of the Agreement is deleted in its entirety and replaced with the provisions of Attachment 2, attached hereto and made a part hereof.

10. Trademarks. The parties agree that Section 1(j) of the Agreement is hereby deleted in its entirety and replaced with the following:

(j) "Trademarks" means all names, trademarks, service marks, logos, and trade names owned by PSAA and PSU during the term of this Agreement.

11. Student Organizations. During the entire term of the Agreement and to the extent not prohibited by PSU policies, PSAA commits to work with student organizations of PSU in an effort to provide MBNA America with as much access as possible to the PSU campuses to conduct direct promotion campaigns for the Program.

12. Other Changes. The parties agree that Section 6 of the Agreement is hereby deleted in its entirety. MBNA America agrees to provide PSAA with a quarterly marketing update that states the number of new accounts opened in the previous quarter and the number of accounts open under the Program.

13. Assignment. The third sentence in Section 4(f) of the Agreement is hereby deleted in its entirety and replaced with the following:

MBNA America may not assign or transfer its license under this Agreement without the written consent of PSAA; provided however, that MBNA America may assign or transfer, without written consent, the license granted under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
- (iii) to any MBNA Affiliate which can fully perform the Agreement.

14. Miscellaneous. 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. 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 Program 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.

THE PENN STATE
ALUMNI ASSOCIATION

By: DIANE RYAN
Name: [Signature]
Title: EXECUTIVE DIRECTOR

MBNA AMERICA BANK, N.A.

By: [Signature]
Name: JOHN R. COCHRAN
Title: SR. VICE CHAIRMAN

[Signature]

ATTACHMENT #1

I. 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:

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 or Student in response to marketing efforts made pursuant to the Program.

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. Fixed monthly payments may be tailored to customer's monthly needs.
5. The current annual percentage rate is 14.99% but may be higher depending on the Customer's creditworthiness.

ATTACHMENT #2

A. (1) COMPENSATION.

(a) Upon full execution of this Addendum by MBNA America, MBNA America shall pay to PSAA the sum of Six Million Dollars (\$6,000,000.00) and, upon the second through ninth annual anniversary of the Effective Date of this Addendum, MBNA America shall pay to PSAA the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (each, a "Payment" and, collectively, referred to as the "Payments"), all subject to the provisions set forth below in subsections (b) and (c) below.

(b) Each Payment shall be expressly subject to and conditioned upon the nonoccurrence of any of the events set forth in clauses (i) through (vi) below:

- (i) the Agreement is terminated prior to September 30, 2008;
- (ii) PSAA breaches any of its obligations under the Agreement;
- (iii) PSU breaches any covenant or obligation under its agreements with MBNA America, dated as of August 31, 1998 ("PSU Agreements");
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns and three (3) re-mail campaigns to the full updated Mailing List (after PSAA has completed its standard exclusion process) during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List (after PSAA has completed its standard exclusion process) during each consecutive twelve month period during the term of the Agreement; and
- (vi) PSU endorses, sponsors, markets or aids in the marketing of any Financial Services offered by an entity other than MBNA America.

(c) In the event of an occurrence set forth above in clauses (i) through (vi), PSAA hereby promises to pay MBNA America upon demand an amount calculated as follows: (i) the aggregate amount of Payments paid by MBNA America to PSAA as of the date of the Event, as defined below; (ii) less \$2,360,000 [the amount of all payments scheduled to be made by MBNA America to PSAA under this Section A(1) divided by 10] times the number of full contract years that have elapsed since the Effective Date of this Addendum; and (iii) less an amount equal to \$2,360,000 times a fraction, of which the numerator is the number of days remaining in the contract year in which the applicable event in clauses (i) through (vi) has occurred ("Event") and the denominator is 365.

A.(2) ADDITIONAL COMPENSATION. Within thirty (30) days after the outstanding balances, in the aggregate, under all Credit Card Accounts, Gold Reserve Accounts and Gold Option Accounts that are in good standing exceed during the term of the Agreement, for the first time, \$300,000,000.00, MBNA America shall pay PSAA an additional compensation payment of Five Hundred Thousand Dollars (\$500,000.00). Within thirty (30) days after the outstanding balances,

in the aggregate, under all Credit Card Accounts, Gold Reserve Accounts and Gold Option Accounts that are in good standing exceed, during the term of the Agreement, for the first time, \$400,000,000.00, MBNA America shall pay PSAA an additional compensation payment of Seven Hundred Fifty Thousand Dollars (\$750,000.00).

If MBNA America has not introduced, by January 1, 1999, an auto insurance program with a new underwriter, this Section A.(2) is revised to read as follows:

Within thirty (30) days after the outstanding balances, in the aggregate, under all Credit Card Accounts, Gold Reserve Accounts and Gold Option Accounts that are in good standing exceed during the term of the Agreement, for the first time, \$300,000,000.00, MBNA America shall pay PSAA an additional compensation payment of Eight Hundred Seventy Five Thousand Dollars (\$875, 000.00). Within thirty (30) days after the outstanding balances, in the aggregate, under all Credit Card Accounts, Gold Reserve Accounts and Gold Option Accounts that are in good standing exceed, during the term of the Agreement, for the first time, \$400,000,000.00, MBNA America shall pay PSAA an additional compensation payment of One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000.00).

003: 888-1170

ADDENDUM

MBNA America Bank, N.A. ("MBNA") and The Penn State Alumni Association ("PSAA") agree, for valuable consideration, the receipt of which is hereby acknowledged, that the License Agreement between them, last dated April 1, 1995, as amended ("Agreement"), is hereby amended, as of September 11, 1998, as follows:

A. During the term of the Agreement, commencing on October 1, 1998, MBNA will pay PSAA compensation calculated as follows, for those credit card accounts with active charging privileges.


- 1. \$5.00 for each new credit card account opened, which remains open for at least ninety (90) consecutive days.
- 2. \$10.00 for each gold, platinum or student credit card account that renews.
- 3. \$5.00 for each preferred credit card account that renews.
- 4. 1% of all retail purchase transaction dollar volume generated by alumni credit card accounts.
- 5. 0.5% of all retail purchase transaction dollar volume generated by student credit card accounts.

B. Each compensation payment set forth on Attachment #2 to the addendum to the Agreement dated September 11, 1998, is an advance against the compensation generated by the compensation formulas set forth above. All such compensation accrued shall, in lieu of direct payment to PSAA, be applied against such compensation payment set forth on such Attachment #2. Notwithstanding anything in this addendum to the contrary, PSAA agrees that it remains entitled to receive, and MBNA is only obligated to pay PSAA, the credit card, gold reserve and gold option compensation that is set forth on Attachment #2 to the addendum to the Agreement dated September 11, 1998.


Any inconsistencies between this addendum and the Agreement shall be controlled by this addendum.

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.

THE PENN STATE
ALUMNI ASSOCIATION

By: 
Name: Brian Ryan
Title: Executive Director

MBNA AMERICA BANK, N.A.

By: 
Name: Richard E. Struthers
Title: Senior Vice Chairman

**ADDENDUM TO THE PENNSYLVANIA STATE UNIVERSITY
SPONSORSHIP AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 15 day of January, 2006, by and between The Pennsylvania State University ("PSU"), and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, PSU and MBNA America are parties to a sponsorship agreement dated August 31, 1998 as amended (the "Agreement");

WHEREAS, MBNA America and the Penn State Alumni Association are parties to a license agreement dated April 4, 1995 as amended ("Alumni Association License Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, PSU 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 Agreement is hereby amended by adding the following subsections to Section 1:
 - (n) MBNA America shall be permitted to advertise the Program and market the Program via event marketing on mutually agreeable dates and times within the HUB for acquisition/promotion of the Program.
 - (o) MBNA America shall be provided with the necessary access, during each year of this Agreement, for MBNA America to conduct direct promotion events for the Program at the locations listed below (each a "Location"). The Locations shall be at prominent locations, determined in consultation with the applicable PSU facility manager, and will be mutually agreed upon by PSU and MBNA America.
 - (i) All PSU regular season varsity sporting events at PSU controlled and operated venues;
 - (ii) Two (2) concourse tabling locations inside Beaver stadium;
 - (iii) Access to the Bryce Jordan Center Plaza for tabling/fan experiences;
 - (iv) tabling access to the Bryce Jordan center for all varsity games; and
 - (v) tabling access (at no cost to MBNA America) to non-athletic special events at the Bryce Jordan Center for which PSU controls access.

- (p) MBNA America shall be permitted to set up each Location at least one (1) hour prior to start of the scheduled event.
- (q) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and PSU in their reasonable discretion.
- (r) MBNA America shall have the right to distribute take-one applications for the Program with PSU football and basketball ticket renewal notices and season ticket mailings.
- (s) Suite and stadium tickets in Beaver Stadium (specifically, retention of existing MBNA America Suite Box 246 and stands tickets) for games and special events will be included as part of the deal through the end of the contract term. In addition, MBNA America will be offered the right to purchase premium seats within the Bryce Jordan Center for games and special events throughout the term of the Agreement.
- (t) Retention of the existing Press Box suite and tickets in Beaver Stadium through the 2007 football season.
- (u) MBNA America will be given the opportunity to purchase additional signage, if such signage is available for purchase, within Beaver Stadium, the Bryce Jordan Center, and the Multi-Sport Facility throughout the term of the Agreement, at a cost that is equal to or less than the best available cost at the time of purchase. However, in consideration for the designated compensation within this agreement, MBNA America will be recognized in the same manner as all other major corporate sponsors at University athletic and other events.
- (v) During the term of this Agreement, PSU and MBNA America shall periodically discuss the feasibility of marketing the Program through additional channels that may include, but not be limited to the following:
- (i) to employees of PSU via e-mail and applications/solicitations for the Program included in such employees' pay checks;
 - (ii) at college events and common areas within the campus of PSU such as student unions, Hershey Medical Center, Smeal College of Business, and University Park commons;
 - (iii) through the placement of take-one applications for the Program at points of sale; and
 - (iv) through the distribution of take-one applications and marketing at the Nittany Lion Inn and the PennStater Conference Center (including but not limited to take-one applications for the Program displayed at the registration desk, in guest rooms and in the gift shop), and all Beaver Stadium suites and Bryce Jordan Center boxes.
- (w) Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place the PSU Trademarks described on Exhibit

"A" attached hereto 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. PSU shall have final approval of the use and appearance of such marks used on such materials. 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 PSU for such gifts or premiums. PSU 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.

3. The Agreement is hereby amended by deleting Section 2(a) in its entirety and replacing this with the following new Section 2(a):

2. EXCLUSIVITY

(a) PSU agrees that during the term of this Agreement: (i) except during the final year of the term, it will not sponsor, endorse, or solicit or discuss with any other organization (other than MBNA America) proposals for programs offering the providing of any Financial Services, as defined below, of any organization other than MBNA; (ii) it will not license or allow others to license any PSU Trademark during the term of this Agreement in relation to or for promoting any Financial Services of any entity other than MBNA; and (iii) 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 student, alumnus, fan or supporter of PSU in relation to or for promoting any Financial Services of any entity other than MBNA. PSU also agrees, and agrees to take the necessary steps to ensure, that MBNA shall be the exclusive provider, solicitor and marketer of any Financial Services at Beaver Stadium (or successor stadium) and the Jordan Center (or successor center), both inside and outside of such stadium and center. PSU also agrees, and agrees to take the necessary steps to ensure, that (subject to the activities permitted in Section 2(b), (c) and (d) below) MBNA shall be the exclusive provider, solicitor and marketer of any Financial Services on any PSU campus. Notwithstanding anything else in this Agreement to the contrary, PSU may accept advertising from any financial institution provided that the advertisement does not contain a PSU Trademark or an express endorsement by PSU of any Financial Services or Products. "Financial Services" has the same meaning as the definition of "Financial Services" as defined in the Alumni Association License Agreement. Notwithstanding any term contained in this definition, the exceptions to the definition contained in Sections 2(b), 2(c), and 2(d) of the Agreement between MBNA America and University, as amended on this date, shall continue to apply to PSU.

4. The Agreement is hereby amended by deleting the words "Insurance Products or" from Subsection 2 (b)(iv).

5. The Agreement is hereby amended by adding an additional sentence at the end of Subsection 4(a):

Additional PSU Payments in the amount of Three Hundred Seventy-Five Thousand and No/100 (\$375,000) Dollars shall be made by MBNA America to PSU within forty-five (45) days after each of the following dates:

September 1, 2006,
September 1, 2007,
January 1, 2009,
January 1, 2010,
January 1, 2011,
January 1, 2012, and
January 1, 2013.

6. The Agreement is hereby amended by deleting Section 7 in its entirety and replacing this with the following new Section 7:

TERM OF AGREEMENT

The term of this Agreement is extended to December 31, 2013, except that the term of this Agreement will be concurrent with the term of the Alumni Association License Agreement, including any extension or renewal periods; therefore, this Agreement will expire or terminate when the Alumni Association License Agreement expires or terminates.

7. The parties shall perform their duties and responsibilities under the Agreement in accordance with applicable federal, state, and local laws.

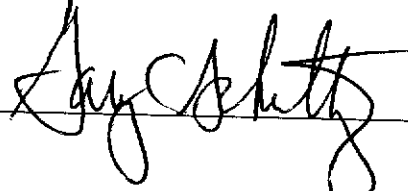
8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be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


[Signatures on next page.]

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.

THE PENNSYLVANIA STATE UNIVERSITY

FIA CARD SERVICES, N.A.

By: 

By: 

Name: _____

Name: JOSEPH A. DESANTIS

GARY C. SCHULTZ
SR. VICE PRESIDENT FOR
FINANCE & BUSINESS/
TREASURER

Title: _____

Title: SR. VICE PRESIDENT

Date: 9/11/06

Date: 9/21/06

**ADDENDUM TO THE PENN STATE ALUMNI ASSOCIATION
LICENSE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 15th day of January, 2006, by and between The Penn State Alumni Association ("PSAA"), and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, PSAA and MBNA America are parties to a licensing agreement last dated April 1, 1995, as the same was amended by addendum dated September 11, 1998 (the "Agreement");

WHEREAS, MBNA America and the Pennsylvania State University are parties to a sponsorship agreement dated August 31, 1998 as amended ("Sponsorship Agreement")

WHEREAS, PSAA 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, PSAA 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 December 31, 2013. 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. The Agreement is hereby amended by deleting Sections 1(d) and 1(f) in their entirety and replacing them with the following new Sections 1(d) and 1(f):

(d) "Financial Services" means credit card programs, charge card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs. "Financial Services" also includes debit card programs for Alumni, Students, faculty, and staff, but not including the debit card program for Students, faculty, and staff, between the University and PNC Bank, as

the same is currently structured and delineated as of the date of this Addendum.

(f) "Alumni" means a member of the PSAA, an alumni of The Pennsylvania State University ("PSU"), supporters of PSU, and such other potential participants as the parties may mutually agree upon.

The Agreement is further amended to substitute the term "Alumni" for the term "Member" in each place in the Agreement where the term "Member" appears.

4. When used in this Addendum, the following terms, which are hereby made a part of Section 1, have the following meaning:

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

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

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

(n) "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.

(p) "University" or "PSU" means The Pennsylvania State University, including, but not limited to the athletic department and the office of student affairs of The Pennsylvania State University.

5. The Agreement is hereby amended by deleting Section 6 ("Insurance Products") of the Addendum to the Penn State Alumni Association License Agreement dated September 11, 1998 in its entirety.

6. MBNA America will continue to bear all expenses associated with the Reward Enhancement program. PSAA will continue to obtain support from pertinent University departments for Reward Credit Card Accounts. Unless the Reward Enhancement program is terminated by mutual agreement, PSAA and MBNA America agree to cooperate with each other

during the term of this Agreement to ensure that the Reward Enhancement program continues to be a benefit to the Alumni and is financially sustainable.

7. MBNA America will provide the necessary resources (as determined by MBNA America) to support efforts for the Program at the University. To the extent that they are informed of the rules and regulations, MBNA America agrees that all MBNA America employees and agents will follow University's rules and regulations when administering the Program at the University.

8. PSAA shall exclusively endorse MBNA America's home equity products, including, but not limited to 1st and 2nd mortgages, by entering into a separate agreement with MBNA America based on generic forms provided by MBNA America, with such modifications as either party may desire and both parties mutually agree upon.

9. Effective January 1, 2006, the provisions of Schedule B of the Agreement, as amended by the September 11, 1998 Addendum, are deleted in their entirety and replaced with the provisions of Attachment #2, attached hereto and incorporated herein.

10. The Agreement is hereby amended by adding new Section 5(i):

5(i) During the term of this Agreement, PSU and MBNA America shall periodically discuss the feasibility of marketing the Program through additional channels that may include, but not be limited to the following:

- (1) through membership solicitations sent to Alumni; and
- (2) prominent banner ad placement on the PSAA websites to advertise the Program.

11. The parties shall perform their duties and responsibilities under the Agreement in accordance with applicable federal, state, and local laws.

12. 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 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.

**THE PENN STATE ALUMNI
ASSOCIATION**

By: Roger L. Williams

Name: Roger L. Williams

Title: Exec. Dir., PSAA

Date: September 7, 2006

FIA CARD SERVICES, N.A.

By: J. DeSantis

Name: JOSEPH A. DE SANTIS

Title: SR. VICE PRESIDENT

Date: 9/21/06

ATTACHMENT #1

PSAA shall provide the following sponsorship opportunities to MBNA America during each consecutive twelve month period during the term of this Agreement:

I. Sponsorship Recognition - MBNA America shall be recognized as a sponsor of events and publications as mutually agreed to by the parties, including but not limited to: Tail Great, The Football Letter, Penn Stater Advertising, Thon event, and activities and events for the Blue/White Society. During the first calendar quarter of each year during the term of this Agreement, PSAA and MBNA America shall determine which events, publications, or other activities will be sponsored by MBNA America for such calendar year. MBNA America shall have the sponsorship opportunities specified in Sections 1(n) through 1(w) of the Sponsorship Agreement. MBNA America shall have an internet link on PSAA's home webpage, unless PSAA determines that its corporate policy requires its removal..

ATTACHMENT #2

COMPENSATION.

(a) Within forty-five days after each of the following dates, MBNA America shall pay to PSAA the corresponding sum:

<u>Date</u>	<u>Payment Amount</u>
September 1, 2006	\$2,225,000
September 1, 2007	\$2,225,000
September 1, 2008	\$650,000
January 1, 2009	\$2,225,000
January 1, 2010	\$2,225,000
January 1, 2011	\$2,225,000
January 1, 2012	\$2,225,000
January 1, 2013	\$2,225,000

(each, a "Payment" and, collectively, referred to as the "Payments"), all subject to the provisions set forth below in subsections (c) and (d) below.

(b) PSAA shall provide to MBNA America the considerations listed on Attachment #1, attached hereto and incorporated herein by reference, during each consecutive twelve (12) month period during the term of this Agreement (each an "Annual Consideration"). The parties agree that each obligation to provide each item of each Annual Consideration is a material obligation of PSAA to MBNA America. In consideration of the sponsorship recognition opportunities listed on Attachment #1, and subject to the provisions in sections (c) and (d) below, MBNA America will pay additional compensation to PSAA amounting to One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000) annually on each of the following dates:

September 1, 2006,
September 1, 2007,
September 1, 2008,
January 1, 2009,
January 1, 2010,
January 1, 2011,
January 1, 2012, and
January 1, 2013.

(c) Each Payment and other compensation shall be expressly subject to and conditioned upon the nonoccurrence of any of the events set forth in clauses (i) through (vi) below:

(i) the Agreement is terminated prior to December 31, 2013;

- (ii) PSAA breaches any of its obligations under the Agreement, as amended;
 - (iii) the University breaches any covenant or obligation under its agreements with MBNA America, dated as of August 31, 1998 as amended ("PSU Agreements");
 - (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns and three (3) re-mail campaigns to the full updated Mailing List (after PSAA has completed its standard exclusion process) during each consecutive twelve month period during the term of the Agreement;
 - (v) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List (after PSAA has completed its standard exclusion process) during each consecutive twelve month period during the term of the Agreement; and
 - (vi) the University endorses, sponsors, markets or aids in the marketing of any Financial Services offered by an entity other than MBNA America.
- (d) In the event of an occurrence set forth above in clauses (c)(i) through (c)(vi) then:
- (1) PSAA hereby promises to pay MBNA America upon demand the sum of \$6,455.50 (Six Thousand Four Hundred Fifty Five Dollars and Fifty Cents) multiplied by the number of days remaining in the contract year in which the applicable event in clauses (i) through (vi) has occurred; and
 - (2) No further Payments or other compensation is payable to PSAA by MBNA America.
- (e) Subject to the provisions set forth above in subsections (c) and (d), if the outstanding balances, in the aggregate, under all Credit Card Accounts, Gold Option Accounts, Gold Reserve Accounts, Business Gold Option Accounts, and Business Gold Reserve Accounts that are in good standing (the "**Outstanding Balances**"), exceed Four Hundred Million Dollars (\$400,000,000), the annual compensation of \$2.6MM that becomes due after the "**Outstanding Balances** exceed Four Hundred Million Dollars (\$400,000,000), will be increased by Two Hundred Fifty Thousand Dollars (\$250,000).
- (f) Subject to the provisions set forth above in subsections (c) and (d), MBNA America will pay to PSAA a one-time payment of Five Hundred Thousand Dollars (\$500,000) the first time the month-end Outstanding Balances exceed Three Hundred Twenty Five Million Dollars (\$325,000,000), Three Hundred Fifty Million Dollars (\$350,000,000), and Three Hundred Seventy Five Million Dollars (\$375,000,000). MBNA America will pay to PSAA a one-time payment of Two Hundred Fifty Thousand Dollars (\$250,000) if the month-end Outstanding Balances exceed Four Hundred Million Dollars (\$400,000,000). Such payment(s) will be made within forty-five (45) days after the date that the outstanding balances described above are reached.

(g) MBNA America will provide to PSAA a monthly accounting of program performance in its entirety. This accounting shall include the total number of customer accounts, the total number of accounts opened, the total amount of outstanding balances for all accounts in the aggregate. In addition, MBNA will notify PSAA within 30 days when the month-end account balances reach \$325 million, \$350 million, \$375 million, and \$400 million.

**MORTGAGE PRODUCT ADDENDUM TO
THE PENN STATE ALUMNI ASSOCIATION
LICENSE AGREEMENT**

THIS ADDENDUM (the "**Addendum**") is effective as of the 3 day of March, ²⁰⁰⁸2007, (the "**Addendum Effective Date**") by and between The Penn State Alumni Association ("PSAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("BANK"), for themselves and their respective successors and assigns. 3-24-08
JW 3/27/08

WHEREAS, PSAA and BANK are parties to a License Agreement dated as of April 1, 1995, as the same was amended by an addendum dated as of September 11, 1998 (the "**1998 Addendum**") and an addendum dated January 1, 2006 (the "**2006 Addendum**") (collectively, the "**Agreement**"), wherein BANK provides certain Financial Services to certain persons included in certain lists provided to BANK by or on behalf of PSAA; and

WHEREAS, BANK and The Pennsylvania State University are parties to a sponsorship agreement dated August 31, 1998, as amended ("**Sponsorship Agreement**"); and

WHEREAS, pursuant to Section 8 of the 2006 Addendum, PSAA agreed to exclusively endorse BANK's home equity products, including but not limited to 1st and 2nd mortgages, by entering into a separate agreement with BANK; and

WHEREAS, in lieu of a separate agreement, PSAA and BANK mutually desire to amend the Agreement to include PSAA's exclusive endorsement of BANK's home equity products under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, PSAA 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. BANK may, at its option, offer closed-end and/or open-end loans secured by residential real property including, for example, closed-end loans secured by a first mortgage on residential real property and home equity lines of credit ("**Mortgage Products**") to some or all Alumni, including those persons included on the Mailing Lists provided by PSAA under this Addendum. BANK shall select those programs and services of the Mortgage Products that BANK agrees to make available pursuant to this Addendum from time to time ("**Mortgage Program**"). BANK reserves the right to make periodic adjustments to the Mortgage Program and its terms and features. For the avoidance of doubt, PSAA acknowledges and agrees that certain Mortgage Products may utilize a card device to access the line of credit associated with such Mortgage Products and that such device shall not be considered a credit card account originated under the Program.
3. Notwithstanding anything in the Agreement to the contrary, PSAA hereby grants BANK and its affiliates a limited, exclusive license to use the Trademarks (as currently defined in Section 1(j) of the Agreement) in conjunction with the Mortgage Program, including the promotion thereof. BANK's use of the Trademarks, which shall be at BANK's option, shall be subject to PSAA's review and approval rights set forth in Section 4(c) of the Agreement. BANK may not assign or transfer this license without the prior written consent of PSAA; provided however, that BANK may assign or

transfer this license, without written consent, pursuant to the terms set forth in Section 13(i) through (iii) of the 1998 Addendum. This license shall remain in effect for the duration of this Addendum 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. PSAA represents and warrants to BANK that it has the right and power to license the Trademarks to BANK for use as contemplated by this Addendum. For the avoidance of doubt, reference to "Trademark license" in Section 7 of the Agreement includes the Trademark license granted pursuant to this Section 3 of the Addendum.

4. PSAA agrees that during the term of this Addendum: (a) it will not license to any entity (other than BANK) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Mortgage Products of any entity (other than BANK); and (b) it will not sell, rent or otherwise make available to any entity (other than BANK) or allow others to sell, rent or otherwise make available any of its Mailing Lists or information about any current or potential Alumni in relation to or for promoting any Mortgage Products of any entity (other than BANK). Subject to the foregoing, all of PSAA's promises arising from its exclusive arrangement with BANK in the Agreement shall also apply to the Mortgage Products.

5. Notwithstanding anything contained in the Agreement to the contrary, BANK acknowledges and agrees that the sponsorship opportunities specified in Sections 1(n) through 1(w) of the Sponsorship Agreement (incorporated by reference into the Agreement pursuant to Attachment #1 to the 2006 Addendum) shall not apply to Mortgage Products.

6. PSAA authorizes BANK to solicit Alumni for the Mortgage Products through mutually agreed upon PSAA and BANK marketing channels. Notwithstanding the foregoing, BANK may conduct at least four Mortgage Product direct mail campaigns during each consecutive twelve month period during the term of this Addendum. Upon the request of BANK, PSAA shall provide BANK with an updated and current Mailing List for use in connection with the Mortgage Program. BANK shall use the Mailing Lists provided pursuant to this Addendum consistent with the Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. BANK shall have the sole right to designate Alumni on Mailing Lists to whom promotional material for Mortgage Products will not be sent. Each Mailing List provided pursuant to this Addendum is and shall remain the sole property of PSAA.

7. PSAA will permit BANK to establish a hyperlink regarding the Program at prominent location(s) within the internet site(s) of PSAA free of any charge. Such hyperlink may connect to another internet site to enable a person to apply for a Mortgage Product. PSAA will modify or remove hyperlink(s) within twenty-four (24) hours of BANK's request. PSAA will provide BANK with the ability to access any pages within the PSAA internet site(s) that contain a hyperlink regarding the Mortgage Program.

8. Notwithstanding anything contained in the Agreement to the contrary, PSAA acknowledges and agrees that BANK may market any financial products or services that BANK offers (e.g., credit cards and deposit products, collectively "**Bank Products**") contemporaneously with the promotion of a Mortgage Product and that such Bank Products are not subject to this Agreement. In addition, BANK may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, a Mortgage Product or Bank Product. All such information becomes a part of BANK's own files and shall not be subject to the Agreement.

9. Notwithstanding anything in the Agreement to the contrary, PSAA will not make specific recommendations to or solicit Alumni for the purchase of Mortgage Products. Furthermore, PSAA shall only provide information or otherwise communicate with others about Mortgage Products with BANK's prior written approval.

10. The parties agree that the annual Payment due PSAA under the Agreement includes consideration for the right to access the names on PSAA's Mailing List for the purpose of marketing Mortgage Products to Alumni, and BANK shall not owe PSAA any additional consideration under or pursuant to this Addendum, except as may be mutually agreed upon by the parties from time to time for other goods or facilities actually furnished or for services actually performed by PSAA in connection with Mortgage Products. No part of any annual Payment or other compensation payable by BANK under the Agreement is allocated for the use of the Trademarks in connection with or for PSAA's endorsement of Mortgage Products, if any.

11. For the avoidance of doubt, the parties agree that the rights and responsibilities of BANK pursuant to Sections 5(a) through 5(d) of the Agreement shall apply to the Mortgage Program.

12. The first sentence of Section 7 of the 1998 Addendum is hereby amended by adding ", Mortgage Products," after the words "Financial Services". The first sentence of Section 8 of the 1998 Addendum is hereby amended by adding ", Mortgage Products," after the words "Financial Services".

13. The term of this Addendum will begin on the Addendum Effective Date and will end coterminous with the Agreement. Notwithstanding the foregoing, (a) in the event the Agreement is terminated prior to the end of its current term or any renewal term for any reason whatsoever, the term of this Addendum shall end simultaneously therewith, and (b) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only.

14. Upon the expiration or early termination of this Addendum, (a) BANK shall, in a manner consistent with this Section 14, cease to use the Trademarks in connection with the Mortgage Program; (b) BANK will not claim any right, title, or interest in or to the Trademarks or Mailing Lists used or provided pursuant to this Addendum; provided, however, that BANK may conclude all solicitations and/or transactions in connection with the Mortgage Program that are required by law; (c) PSAA shall not attempt to cause the removal of PSAA's identification or the Trademarks from the account access devices, checks, statements or records of any Mortgage Product customer existing as of the effective date of expiration or early termination of this Addendum; and (d) BANK shall have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or early termination of this Addendum or the Mortgage Program to be communicated by PSAA to Alumni, which approval shall not be unreasonably withheld. This Section 14 shall survive the expiration or early termination of this Addendum. The obligations in Sections 7 and 9 of the Agreement shall survive the expiration or early termination of this Addendum.

15. 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. The parties acknowledge that all of BANK's rights and responsibilities under the Agreement relating to the Mortgage Products apply equally to Bank of America, N.A. and its successors and assigns.

16. 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.

PENN STATE ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Roger L. Williams
Name: Roger L. Williams
Title: Executive Director
Date: March 6, 2008

By: David Booth
Name: David Booth
Title: SUP
Date: 3.07.08

**PRODUCT ADDENDUM TO
THE PENN STATE ALUMNI ASSOCIATION
LICENSE AGREEMENT**

THIS ADDENDUM (the "**Addendum**") is effective as of the 29 day of September, 2008, (the "**Addendum Effective Date**") by and between The Penn State Alumni Association ("PSAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, PSAA and Bank are parties to a License Agreement dated as of April 1, 1995, as the same was amended by an addendum dated September 11, 1998 (the "**1998 Addendum**"), an addendum dated January 1, 2006 (the "**2006 Addendum**"), and an addendum dated March 3, 2008 (the "**2008 Addendum**") (collectively, the "**Agreement**"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of PSAA; and

WHEREAS, Bank and The Pennsylvania State University are parties to a sponsorship agreement dated August 31, 1998, as amended ("Sponsorship Agreement"); and

WHEREAS, in lieu of a separate agreement, PSAA and Bank mutually desire to amend the Agreement to include PSAA's exclusive endorsement of Bank's debt cancellation and privacy assist products under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, PSAA 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. PSAA agrees that Bank may market debt cancellation coverage ("Debt Cancellation Product") and privacy assist ("Privacy Assist Product") to some or all Alumni, including those persons included on the Mailing Lists provided by PSAA to Bank, applying for a Credit Card Account and to Cardmembers. A description of the Debt Cancellation Product is attached hereto as Exhibit A. A description of the Privacy Assist Product is attached hereto as Exhibit B. Bank reserves the right to make periodic adjustments to the Debt Cancellation and Privacy Assist Products and their terms and features. Bank agrees to conduct all marketing for Debt Cancellation and Privacy Assist at its cost.

3. Notwithstanding anything in the Agreement to the contrary, PSAA hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks (as currently defined in Section 1(j) of the Agreement) in conjunction with the Debt Cancellation and Privacy Assist Products, including the promotion thereof. Bank's use of the Trademarks, which shall be at Bank's option, shall be subject to PSAA's review and approval rights set forth in Section 4(c) of the Agreement. Bank may not assign or transfer this license without the prior written consent of PSAA; provided however, that Bank may assign or transfer this license, without written consent, pursuant to the terms set forth in Section 13(i) through (iii) of the 1998 Addendum. This license shall remain in effect for the duration of the 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. PSAA represents and warrants to Bank that it has the right and power to license the Trademarks to Bank for use as contemplated by this Addendum. For the avoidance of doubt, reference to "Trademark license" in Section 7 of the Agreement includes the Trademark license granted pursuant to this Section 3 of the Addendum.

4. PSAA agrees that during the term of this Addendum: (a) it will not license to any entity (other than Bank) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any products of any entity (other than Bank) that compete with the Debt Cancellation and/or Privacy Assist Products; and (b) it will not sell, rent or otherwise make available to any entity (other than Bank) or allow others to sell, rent or otherwise make available any of its Mailing Lists or information about any current or potential Alumni in relation to or for promoting any product of any entity (other than Bank) that competes with the Debt Cancellation and/or Privacy Assist Products. Subject to the foregoing, all of PSAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Debt Cancellation and Privacy Assist Products.

5. (a) In consideration of PSAA allowing Bank to solicit Alumni for the Debt Cancellation Product and the Privacy Assist Product, and subject to the conditions below, Bank agrees to pay PSAA ten thousand dollars per year. The first payment will be made within 45 days of September 1, 2008, and so long as the Agreement remains in full force and effect, the subsequent annual payments will be made on January 1, 2009, January 1, 2010, January 1, 2011 and January 1, 2012.

(b) The above annual payments are subject to: (i) PSAA not being in breach of the Agreement, as amended by this Addendum; and (ii) Bank not being prohibited from marketing the Debt Cancellation Product or the Privacy Assist Product to the Alumni through direct mail and telemarketing, in each case, using the full Mailing List, inbound telemarketing, voice response unit credit card activation, or via statement inserts to existing Cardholders. If clauses (i) and (ii) above are at any time not true, Bank, at its option, may elect to: (X) cease making any additional annual payments to PSAA described in Section 5 of this Addendum; and (Z) cease marketing the Debt Cancellation and Privacy Assist Products within 90 days after the end of the calendar year in which Bank last made an annual payment to PSAA. Bank shall use the Mailing List provided pursuant to this Addendum consistent with the Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. Each Mailing List provided pursuant to this Addendum is and shall remain the sole property of PSAA.

6. Notwithstanding anything contained in the Agreement to the contrary, BANK acknowledges and agrees that the sponsorship opportunities specified in Sections 1(n) through 1(w) of the Sponsorship Agreement (incorporated by reference into the Agreement pursuant to Attachment #1 to the 2006 Addendum) shall not apply to the Debt Cancellation Product or Privacy Assist Product.

7. For the avoidance of doubt, the parties agree that the rights and responsibilities of BANK pursuant to Sections 5(a) through 5(d) of the Agreement shall apply to the Debt Cancellation and Privacy Assist Products.

8. The first sentence of Section 7 of the 1998 Addendum is hereby amended by adding "Debt Cancellation Product and Privacy Assist Product," after the words "Financial Services". The first sentence of Section 8 of the 1998 Addendum is hereby amended by adding "Debt Cancellation Product and Privacy Assist Product," after the words "Financial Services".

9. The term of this Addendum will begin on the Addendum Effective Date and will end coterminous with the Agreement. Notwithstanding the foregoing, (a) in the event the Agreement is terminated prior to the end of its current term or any renewal term for any reason whatsoever, the term of this Addendum shall end simultaneously therewith, and (b) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only.

10. Upon the expiration or early termination of this Addendum, (a) Bank shall, in a manner consistent with this Section 10, cease to use the Trademarks in connection with Debt Cancellation and Privacy Assist products; (b) Bank will not claim any right, title, or interest in or to the Trademarks or Mailing Lists used or provided pursuant to this Addendum; provided, however that Bank may conclude all solicitations and/or transactions in connection with the Debt Cancellation and Privacy Assist products that are required by law; (c) PSAA shall not attempt to cause the removal of PSAA's identification or the Trademarks from the statements or records of any Debt Cancellation or Privacy Assist customer existing as of the effective date of the expiration or early termination of this Addendum. This Section 10 shall survive the expiration or early termination of this Addendum. The obligations in Sections 7 and 9 of the Agreement shall survive the expiration or early termination of this Addendum.

11. 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. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement relating to the Debt Cancellation and/or Privacy Assist Products apply equally to Bank of America, N.A. and its successors and assigns.

12. 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.

PENN STATE ALUMNI ASSOCIATION

By: Roger L. Williams
Name: Roger L. Williams
Title: Executive Director
Date: _____

FIA CARD SERVICES, N.A.

By: [Signature]
Name: Drew Booth
Title: SVP
Date: 10.03.08

Exhibit A

Feature	CP Plus
Protected Key Events	
Unemployment	18 Months
Disability	18 Months
Life	Up to \$25,000
Accidental Death	Up to \$25,000
Family Leave	18 Months
Hospitalization	18 Months
Protected Life Events	
Marriage/Divorce	3 Months
Birth/Adoption	3 Months
Moving	3 Months
Graduation/Academic Excellence	3 Months
Enter College	3 Months
Retirement	3 Months
Credit Reports	2 Reports per year
Identity Theft Recovery Assistance	Access to ID Theft Recovery Agent
Covered Persons	Primary & Authorized Users
Card Usage During Benefit Period	Yes
Monthly Benefit Amount	Minimum Payment
Maximum Benefit Amount	Up to balance at time of claim
Price per Month	\$.95 per \$100

Exhibit B
Privacy Assist

Quarterly Credit Updates

- Actual credit bureau "pull" from all three bureaus – not just the aggregate of notifications

Daily Credit Monitoring

- Every business day all three of the customer's credit bureaus are monitored
- If there is any significant change, customers are notified (email, letter, or by text message)
- We send "no news is good news" communications every 30 days in the event of no credit bureau activity

Credit Analyzer

- "What If" scenarios to see how certain variables may affect their credit score and how financial actions influence it

\$25,000 Insurance*

- This insurance is available for customers who incur costs associated with restoring their credit and are a confirmed victim of identity theft (\$0 deductible)
- "Point of Discovery" vs "Point of Occurrence"

Automatic Billing

- The \$12.99 fee is assessed after 30 days from the date on the welcome package to the credit card account or debit account the customer provides at enrollment

* Beginning November 1, 2006, customers residing in the state of New York will no longer receive identity theft insurance coverage.