

AMENDED AND RESTATED AGREEMENT
EDINBORO UNIVERSITY OF PENNSYLVANIA
ALUMNI ASSOCIATION

This Amended and Restated Agreement is entered into as of this 1st day of October, 2005 and shall become effective as of April 1, 2006 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and EDINBORO UNIVERSITY OF PENNSYLVANIA ALUMNI ASSOCIATION, having its principal place of business in Edinboro, Pennsylvania ("EUPAA") for themselves, and their respective successors and assigns.

WHEREAS, EUPAA and MBNA America are parties to an agreement dated as of February 8, 1997 (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 EUPAA; and

WHEREAS, EUPAA and MBNA America mutually desire and agree to continue their relationship in accordance with the terms of the Original Agreement until and including March 31, 2006, and thereafter to amend and restate the terms of the Original Agreement as set forth in this Agreement, effective as of April 1, 2006;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement, Schedules A and B.
- (b) "EUPAA Affiliate" means any entity controlling, controlled by or under common control with the EUPAA.
- (c) "EUPAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by EUPAA or any EUPAA Affiliate during the term of this Agreement.
- (d) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
- (e) "Business GIP Account" means a Business Credit Card Account opened pursuant to a GIP in which EUPAA complies with the GIP provisions of this Agreement.

- (f) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (g) "Business Gold Reserve Account" means a GoldReserve (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (h) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.
- (i) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.
- (j) "Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which EUPAA complies with the GIP provisions of the Agreement.
- (k) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (l) "Customer" means any Member who is a participant in the Program.
- (m) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (n) "Group Incentive Program " or "GIP" means any marketing or other program whereby EUPAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (o) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which EUPAA complies with the GIP provisions of this Agreement.
- (p) "Gold Option Account" means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (q) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

- (r) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (s) "Member" means: (i) an undergraduate or graduate student of Edinboro University of Pennsylvania (each a "Student Member"); and (ii), alumni of the University, a member of the EUPAA, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by EUPAA and MBNA America (each an "Alumni Member").
- (t) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (u) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (v) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which EUPAA complies with the GIP provisions of the Agreement.
- (w) "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.
- (x) "Royalties" means the compensation set forth in Schedule A.
- (y) "Trademarks" means the EUPAA Trademarks and the University Trademarks.
- (z) "University" means the Edinboro University of Pennsylvania and any office or department of, or affiliated or associated with, the Edinboro University of Pennsylvania, including but not limited to the athletic department and the office of student affairs of the Edinboro University of Pennsylvania.
- (aa) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF THE EUPAA

- (a) EUPAA agrees that during the term of this Agreement it shall, and it shall cause University and each EUPAA Affiliate to, endorse the Program exclusively, and not (by itself or in conjunction with others), directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license

the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, EUPAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by EUPAA of said financial institution or the advertised Financial Service Product.

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

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

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

(e) Upon the request of MBNA America, EUPAA shall provide MBNA America with Mailing Lists free of any charge; provided, however, that EUPAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that EUPAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by EUPAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due EUPAA. EUPAA shall provide the initial Mailing List, containing at least Seven thousand (7,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Student Members and at least Thirty-five thousand (35,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members as soon as possible but no later than thirty (30) days after EUPAA's execution of this Agreement.

(f) EUPAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to EUPAA. Notwithstanding the above, EUPAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to EUPAA. Any correspondence received by EUPAA that is intended for MBNA America (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) EUPAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of

this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. EUPAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after EUPAA's execution of this Agreement. Nothing stated in this Agreement prohibits EUPAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) EUPAA shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of EUPAA. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle EUPAA to the GIP compensation set forth on Schedule A, subject to the other terms and conditions of this Agreement. EUPAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of EUPAA.
- (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 EUPAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of EUPAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by EUPAA.
- (f) Subject to applicable law and regulation, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in MBNA America's judgment for the solicitation of Credit Card Account applications. EUPAA shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved

materials at MBNA America's discretion. MBNA America shall not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of EUPAA or an EUPAA Affiliate for such gifts or premiums. EUPAA 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) to MBNA America such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to EUPAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by MBNA America), then MBNA America is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due EUPAA.

4. REPRESENTATIONS AND WARRANTIES

(a) EUPAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (i) It is duly organized, validly existing and in good standing.
- (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) EUPAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the EUPAA Trademarks and to license/sublicense the University Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing Lists to MBNA America for the promotion of the Program. EUPAA further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products. EUPAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all

liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

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

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

6. PROGRAM ADJUSTMENTS

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

7. CONFIDENTIALITY OF AGREEMENT

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

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2011. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

- (a) In the event of any material breach of this Agreement by MBNA America or EUPAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.
- (b) If either MBNA America or EUPAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.
- (d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by EUPAA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, EUPAA shall not attempt to cause the removal of EUPAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.
- (e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly

burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

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

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by EUPAA pursuant to any GIP. In that regard, EUPAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle EUPAA to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

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

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by EUPAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of EUPAA pursuant to any GIP shall be deducted from any or all Royalty payments due EUPAA under this Agreement.

(e) EUPAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

12. MISCELLANEOUS

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

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

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

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

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

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

(1) If to EUPAA:

Edinboro University of Pennsylvania Alumni Association
Alumni House
210 Meadville Street
Edinboro, Pennsylvania 16444

ATTENTION: Mr. Jon Pulice, Director of Alumni Relations

Fax #: (814) 732-2843

(2) If to MBNA America:

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

ATTENTION: Director of National Sales

Fax #: (302) 432-1380

With a copy to:

MBNA AMERICA (DELAWARE), N. A.

1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director, Business Lending

Fax #: (302) 432-1380

(with respect to notices affecting or relating to business credit card accounts of any kind).

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

(g) This Original Agreement and this Agreement contain the entire agreement of the parties with respect to the matters covered herein and supersedes all other prior promises and agreements, written or oral, with respect to the matters covered therein and/or herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit card accounts are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and EUPAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

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

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

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the date indicated below.

**EDINBORO UNIVERSITY OF
PENNSYLVANIA ALUMNI
ASSOCIATION**

MBNA AMERICA BANK, N.A.

By: EDINBORO UNIVERSITY Alumni Association By: Thomas W. Brooks
Name: James Geronimo Name: Thomas W. Brooks
Title: James Geronimo Title: Senior EVP
Date: 11-7-05 Date: 11/28/05

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions

referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

C. GIP ACCOUNTS

1. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.
3. \$40.00 (forty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which

remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Business GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Business GIP Accounts will not qualify for any other opening-of-account Royalty.

4. \$40.00 (forty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

D. BUSINESS CREDIT CARD ACCOUNTS

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

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

E. BUSINESS REWARD ACCOUNTS

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

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

F. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

G. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

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

H. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold

Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

I. BUSINESS GOLD OPTION ACCOUNTS

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

J. DEPOSIT ACCOUNTS

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

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

1. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

K. ROYALTY ADVANCES.

1. On April 1, 2006, and thereafter upon each April 1st occurring thereafter during the initial term of this Agreement until and including April 1, 2010, MBNA America shall pay to EUPAA the sum of Thirty-two Thousand Dollars (\$32,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to EUPAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to EUPAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to EUPAA hereunder, and (y) EUPAA hereby

promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to March 31, 2011;
 - (ii) EUPAA breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement; and/or
 - (vi) the University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.
2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to EUPAA in prior years, and pays EUPAA Royalties accrued by EUPAA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.
3. EUPAA agrees to use Two Thousand Dollars (\$2,000) of each Advance to support their Program initiatives for homecoming, golf outing and mid-night breakfast, where MBNA America is a sponsor. The designation of MBNA America as a sponsor is subject to MBNA America's prior written approval.

L. ROYALTY GUARANTEE.

EUPAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than One Hundred Sixty Thousand dollars (\$160,000) (the "Guarantee Amount") by the end of the full initial term of this Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement EUPAA has not accrued \$160,000 in Royalties, MBNA America will pay EUPAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by EUPAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA

America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection K.1., above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of March 1, 2011 (the "Addendum Effective Date") by and between Edinboro University Alumni Association (f/k/a Edinboro University of Pennsylvania Alumni Association ("EUAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, EUAA and Bank are parties to an Amended and Restated Agreement dated as of October 1, 2005 as the same may have been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of EUAA; and

WHEREAS, EUAA and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein.

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

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

2. The current term of the Agreement is hereby extended to end on March 31, 2016. 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. Bank hereby rescinds its' written notice of non-renewal of the Agreement dated December 22, 2010.

3. Section 1 of the Agreement is hereby amended by adding the following new definitions:

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

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

"Emerging GIP Account" means an Emerging Account opened pursuant to a GIP in which EUAA complies with the GIP provisions of this Agreement

4. Section 1 of the Agreement is hereby amended by deleting the following terms and accompanying definitions: "Business Credit Card Account", "Business GIP Account", "Business Gold Option Account", "Business Gold Reserve Account", "Business Reward Account", "Business Reward GIP Account", "Gold Option Account" and "Gold Reserve Account".

5. Notwithstanding anything in the Agreement to the contrary, as of the Addendum Effective Date, and for the remainder of the current term and any renewal term, Mailing Lists provided pursuant to this Agreement will not contain the names and corresponding information of Student Members.

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

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

8. Section 10(d) of the Agreement is hereby deleted from the Agreement in its entirety and replaced with the following new Section 10(d):

"(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by EUAA or any EUAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the expiration or termination date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. EUAA shall not attempt to cause the removal of Trademarks from any person's credit devices, checks or records of any Customer existing as of ninety (90) days following the expiration or termination date of this Agreement, and Bank shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

9. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10(e):

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify EUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after EUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate the Agreement in its entirety, without penalty or liability to EUAA, upon ninety (90) days advance written notice."

10. Sections 12(f)(1) and 12(f)(2) of the Agreement are hereby deleted in its entirety and replaced by the following new Sections 12(f)(1) and 12(f)(2):

"(1) If to EUAA:

Edinboro University Alumni Association

210 Meadville Street
Edinboro, Pennsylvania 16444

ATTENTION: Mr. David Irlbacher
President

Fax #: (814) 732 - 2843

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

11. Effective April 1, 2011, Schedule A of the Agreement is hereby deleted from the Agreement in its entirety and replaced with a new Schedule A, as set forth on Attachment #1, attached hereto and incorporated herein by this reference.

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 Bank's affiliates.

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

**EDINBORO UNIVERSITY
ALUMNI ASSOCIATION**

By:

David E. Irlbacher

Name:

DAVID E. IRLBACHER

Title:

President EUAA Board

Date:

3/18/2011

FIA CARD SERVICES, N.A.

By:

[Signature]

Name:

Kristian HAWKINSWILL

Title:

SVP, Contract COE

Date:

4/26/11

Attachment #1

SCHEDULE A**ROYALTY ARRANGEMENT**

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing 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 (12) months.
3. 0.35% (thirty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This

Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.15% (fifteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$25.00 (twenty-five dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.