

HASY

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and GOLDEY BEACOM COLLEGE, (an Educational Institution) having its principal place of business in Wilmington, Delaware (hereinafter referred to as "GBC") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means March 9, 1997, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, and deposit services.

(d) "Customer" means any Member who is a participant in the Program.

(e) "Mailing Lists" means updated and current lists, magnetic tapes, and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(f) "Member" means members of GBC plus other participants mutually agreed to by GBC and MBNA America.

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

(h) "Trademarks" means any logo, servicemark, tradename, or trademark presently used or acquired by GBC during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to

, directly compensate GBC with Royalties generated thereby, and GBC agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members.

3. RIGHTS AND RESPONSIBILITIES OF GBC

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

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

(c) GBC shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America

which contain either GBC's Trademark or the endorsement of GBC which approval shall not be unreasonably withheld or delayed.

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

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

(f) GBC warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. GBC hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by GBC during the term of this Agreement. Nothing stated in this Agreement prohibits GBC 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) GBC shall provide MBNA America with a subscription without charge to any and all GBC publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

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

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of GBC.

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

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

GBC 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 GBC or MBNA, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period beginning March 9, 1992 until March 9, 1997. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least 90 (but not more than 180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) Schedules A and B are accurate as of March 9, 1992, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by GBC to the Members. Upon termination or expiration of this Agreement, GBC shall not take action with MBNA America, or any other person to cause the removal of GBC's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach or default of this Agreement by MBNA America or GBC, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party,

provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

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

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

12. MISCELLANEOUS

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

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

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any 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 GBC:

GOLDEY BEACON COLLEGE

4701 Limestone Road

Wilmington, Delaware 19808

ATTENTION: Mr. Robert L. Sierer

Director of Alumni Affairs

(ii) If to MBNA America:

MBNA AMERICA BANK, N.A.

400 Christiana Road

Newark, Delaware 19713

ATTENTION: Mr. William P. Morrison

Executive Vice President

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

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

(h) It is agreed and understood that MBNA America, and GBC 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 GBC, and MBNA America, their successors and assigns, any rights or remedies under or by reason of 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.

GOLDEY BEACOM COLLEGE

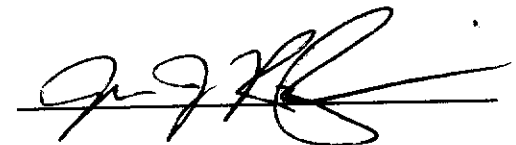
Dated this 9th day
of March, 1992

By: 

Title: Vice President
Development &
Planning

MBNA AMERICA BANK, N.A.

Dated this 13th day
of March, 1992

By: 

Title: Senior
EXECUTIVE VICE PRESIDENT

SCHEDULE A

I. RATES

- o There is NO Annual Fee for the first year for the Members. The Annual Fee, when applied, is: \$30.00 Gold Credit Card Account; \$15.00 Preferred Credit Card Account.
- o The current Annual Percentage Rate for Alumni Members of GBC is 16.9%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay GBC a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by a Member of GBC which remains open for at least ninety (90) days.
- o \$3.00 each year a Credit Card Account is renewed by a Member of GBC, and an Annual Fee is paid by Customer.
- o \$0.15 per retail transaction made by Alumni Members of GBC (net refunds and returns).
- o \$15.00 for every Gold Credit Card Account opened by GBC, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by GBC. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by GBC must be approved in writing by MBNA America prior to distribution.
- o \$10.00 for every Preferred Credit Card Account opened by GBC, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by GBC. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by GBC must be approved in writing by MBNA America prior to distribution.

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

GOLD RESERVE ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 18th day of November, 1993, by and between GOLDEY BEACOM COLLEGE ("GBC") and MBNA AMERICA BANK, N.A. ("MBNA America").

WHEREAS, GBC and MBNA America, individually and in its capacity as assignee of all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of GBC; and

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

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

1. The above recitals are incorporated herein and deemed as a part of this Addendum.
2. The parties agree that Gold Reserve (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion).
3. GBC agrees to (i) exclusively endorse Gold Reserve; and (ii) not sponsor, promote, aid, advertise or develop a loan program similar to Gold Reserve.
4. During the term of the Agreement, GBC will receive the royalties set forth in the Agreement, as amended by this Addendum. The Gold Reserve royalties are set forth on Attachment #1.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, GBC shall not take action to cause the removal of GBC's identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any Customer of MBNA America prior to (i) the expiration of said Customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such Customer's extant check supply, with respect to Marks appearing thereon.
6. Except as otherwise amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid and shall remain in full force and effect and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be

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

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.

Goldey Beacom College

MBNA America Bank, N.A.

By: 12/13/99

By: J. Develly

Name: Robert L. Siner

Name: L. Kidwell

Title: Director Alumni Affairs

Title: SVP

Attachment #1

I. Gold Reserve Brief Product Description

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

- A) Gold Reserve is a revolving loan-type product with an annual fee of \$15.00 after the first year.

The annual fee is waived for the first six months.

There is a fee of \$7.50 for the next six months.
- B) Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
- C) The Customer may request more checks from MBNA America on a periodic basis.
- D) The current annual percentage rate is 16.9%.

II. Gold Reserve Royalties

- A) \$0.50 for each Gold Reserve account opened pursuant to the Program (each a "Gold Reserve Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- B) 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- C) \$2.00 for each year a Gold Reserve Account is renewed and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

GOLD OPTION ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 17th day of November, 1993, by and between GOLDEY-BEACOM COLLEGE ("GBC") and MBNA AMERICA BANK, N.A. ("MBNA America").

WHEREAS, GBC and MBNA America, individually and in its capacity as assignee of all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of GBC; and

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

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

1. The above recitals are incorporated herein and deemed as a part of this Addendum.
2. The parties agree that Gold Option (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion).
3. GBC agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise or develop a loan program similar to Gold Option.
4. During the term of the Agreement, GBC will receive the royalties set forth in the Agreement, as amended by this Addendum. The Gold Option royalties are set forth on Attachment #1.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, GBC shall not take action to cause the removal of GBC's identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any Customer of MBNA America prior to (i) the expiration of said Customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such Customer's extant check supply, with respect to Marks appearing thereon.
6. Except as otherwise amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid and shall remain in full force and effect and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be

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

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.

Goldey Beacom College

By: 12/13/98

Name: Robert L. Seiner

Title: Director Alumni Affairs

MBNA America Bank, N.A.

By: [Signature]

Name: L Kidwell

Title: SVP

Attachment #1

I. Gold Option Brief Product Description

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

- A) Gold Option is a **no annual fee** revolving loan-type product.
- B) Customers can request that checks be drawn upon a predetermined line of credit.
- C) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
- D) The current annual percentage rate is 15.9%.

II. Gold Option Royalties

- A) \$0.50 for each Gold Option account opened pursuant to the Program (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- B) 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Option Account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- C) \$2.00 for each year a Gold Option Account is renewed and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

**RENEWAL ADDENDUM
TO THE
GOLDEY-BEACOM COLLEGE AGREEMENT**

THIS ADDENDUM and ITS Attachment #1 (the "Addendum") is entered into as of the 28th day of March, 1996, by and between GOLDEY-BEACOM COLLEGE ("GBC") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, GBC and MBNA America are parties to an affinity agreement last dated March 13, 1992 (the "Original Agreement"), as amended by addenda dated November 17, 1993 and November 18, 1993 (the Original Agreement and its addenda, including this Addendum, are referred to herein as the "Agreement"); and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Original Agreement.
2. The provisions of Section 1(b) of the Original Agreement are hereby amended to read in their entirety as follows:

"Anniversary Date" means March 31, 2001, or the final day of the term of any extension of this Agreement, whichever occurs later.

3. The provisions of Section 9(a) of the Original Agreement are hereby amended to read in their entirety as follows:

The initial term for the Agreement will be for a period beginning March 9, 1992 until March 31, 1996. The initial renewal term for this Agreement will be for a period beginning March 31, 1996 until the Anniversary Date. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least ninety (90) (but not more than one hundred and eighty (180)) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

4. Section 1 of the Original Agreement is hereby amended by adding a new Section 1(i), which shall read as follows:

"Credit Card Account" means a credit card account opened by MBNA America in response to marketing efforts made pursuant to the Program.

5. In accordance with MBNA America's right to modify the terms and features of the Program pursuant to Section 7 of the Original Agreement, Schedule A., Section I. of the Original Agreement is hereby updated by MBNA America to read as set forth in Section I of Attachment 1.

6. Schedule A, Section II. of the Original Agreement is hereby amended to read in its entirety as set forth in Section II of Attachment 1.

7. The parties agree that the long distance calling card services benefit (as such benefit may be adjusted or amended from time to time by MBNA America, in its sole discretion) (the "Benefit") is now part of the Program.
8. GBC agrees to (i) exclusively endorse the Benefit and (ii) not sponsor, promote, aid, advertise, or develop any other similar program or benefit. Subject to the foregoing, all of GBC's promises arising from its exclusive arrangement with MBNA America in the Original Agreement shall also apply to the Benefit.
9. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby GBC conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
10. When used in this Addendum, the term "GIP Account" means a Credit Card Account opened pursuant to a GIP in which GBC complies with the GIP provisions of this Addendum.
11. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by GBC pursuant to any GIP. In that regard, GBC 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 GBC to the GIP compensation specified in Section II.C. of Attachment #1 of this Addendum, subject to the other terms and conditions of this Agreement.
12. All marketing materials generated as a result of such GIP programs shall be coded by GBC for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in Section II.C. of Attachment #1 of this Addendum.
13. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by GBC pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.
14. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of GBC pursuant to any GIP shall be deducted from any or all compensation payments due GBC under this Agreement.
15. GBC 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.
16. Except as amended by this Addendum, all of the terms, conditions and covenants of the Original Agreement (and its other addenda) are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Original Agreement (or its other addenda) shall be governed by this Addendum.
17. 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. This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by 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.

GOLDEY-BEACOM COLLEGE

MBNA AMERICA BANK, N.A.

By:

Name: WILLIAM R. BALDT

Title: PRESIDENT

Name:

Title:

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:

A. ALUMNI CREDIT CARD ACCOUNTS

1. There is no annual fee for Alumni Credit Card Accounts.
2. For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 8.9%. There may be an additional margin applied on account of the Customer's delinquency.
3. Alumni Customers may be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay GBC 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. ALUMNI CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni 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 Alumni Credit Card Account; and 2) has had charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 2% (two percent) of phone transaction volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits of an Alumni Credit Card Account that is in good standing. NOTE: Phone transactions will not qualify for any other transaction based royalty

C. GIP ACCOUNTS

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

D. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) 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.

**GOLDEY-BEACOM COLLEGE
ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 14th day of March, 2001 by and between Goldey-Beacom College ("GBC"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, GBC 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 March 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to GBC's obligations under the Agreement to exclusively endorse the Program, GBC agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Services of any organization other than MBNA America.
4. Effective for Royalties accruing on or after 3/14, 2001, Section II.A.1. of Schedule A is amended to read as follows :

1. \$3.00 (three dollars) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

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

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

GOLDEY-BEACOM COLLEGE

By: [Signature]

Name: Ruth T. Finkle

Title: Coordinator
Alumni / Media Relations

Date: 3/14/01

MBNA AMERICA BANK, N.A.

By: [Signature]

Name: Michael Smoob

Title: SEVP

Date: 3/27/01

**WORLD POINTS AND EMERGING CREDIT CARD ADDENDUM
TO THE GOLDEY BEACOM COLLEGE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 17th day of July, 2007, by and between Goldey Beacom College ("GBC"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GBC and Bank are parties to an Agreement dated as of March 9, 1992, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain Mailing Lists provided to Bank by or on behalf of GBC; and

WHEREAS, GBC and Bank mutually desire to amend the Agreement to include the loyalty rewards program and emerging credit program as another aspect of GBC's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following definitions are hereby added to Section 1 of the Agreement as follows:

"Emerging Credit Card Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.

"Emerging Credit Card GIP Account" means an Emerging Credit Card Account opened pursuant to a GIP in which GBC complies with the GIP provisions of the Agreement.

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Emerging Credit Card Reward GIP Account" means an Emerging Credit Card Reward Account opened pursuant to a GIP in which GBC complies with the GIP provisions of the Agreement.

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

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

"Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which GBC complies with the GIP provisions of the Agreement.

3. The parties agree that the Reward Enhancement is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by GBC under the Agreement.

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

5. Each reference to "Section II.C of Attachment #1 of this Addendum" included in Sections 11 and 12, respectively, of that certain Renewal Addendum to the Agreement dated as of March 28, 1996 (the "1996 Addendum") is hereby replaced with the following:

"Attachment #1 of the 1996 Addendum or Attachment #1 of this Addendum, as applicable."

6. Section II of Schedule A of the Agreement, as amended by the 1996 Addendum, is hereby amended by adding new sub-sections E through G, as set forth on Attachment #1, attached hereto and made a part hereof.

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

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

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

GOLDEY BEACOM COLLEGE

FIA CARD SERVICES, N.A.

By: Kristine M. Santomaro

By: Sandra Wirt

Name: Kristine M. Santomaro

Name: SANDRA WIRT

Title: Vice President

Title: SVP

Date: 7/17/07

Date: 10/17/07

Attachment #1

E. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card 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 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 within the first ninety (90) consecutive days of the Reward 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. 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 Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each Reward 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 Reward Credit Card Account; 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 Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized

transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

4. \$25.00 (twenty 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.

F. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card 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 Credit Card Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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 Emerging 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 Emerging 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 Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$10.00 (ten dollars) for each Emerging Credit Card 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 Credit Card 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 Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card 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 Emerging Credit Card Reward Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward 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 Credit Card Reward 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. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card 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 Emerging Credit Card 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 Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card 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, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card 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 Emerging Credit Card 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 Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

Via Overnight Delivery

December 7, 2011

Mr. Robert L. Sierer
Director of Alumni Affairs
Goldey Beacom College
4701 Limestone Road
Wilmington, Delaware 19808

Dear Mr. Sierer:

I am writing to inform you that following a comprehensive review of the Goldey Beacom College credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement last dated March 13, 1992, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9(a) of the Agreement, as amended by Section 2 of that certain Addendum to the Agreement dated March 14, 2001.

The Agreement's expiration date is March 31, 2012.

We have appreciated your endorsement. If you have any questions, please contact Marty Sanders at (216) 545-4517.

Sincerely,



Wayne Goodman
Senior Vice President
FIA Card Services, N.A.

C: Ms. Marsha Corcoran
Goldey-Beacom College
Director, Development & Alumni Relations
4701 Limestone Road
Wilmington, Delaware 19808