

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 UNITED STATES COAST GUARD ACADEMY ALUMNI ASSOCIATION, INC., an alumni association having its principal place of business in New London, Connecticut (hereinafter referred to as "USCGAAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A.
- (b) "Anniversary Date" means September 30, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" means credit card program(s), general bank card services, and travel and entertainment card 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 USCGAAA plus other participants mutually agreed to by USCGAAA 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, traddress, tradename, or trademark presently used or acquired by USCGAAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE FINANCIAL 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 USCGAAA with Royalties generated thereby, and USCGAAA 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 USCGAAA

(a) USCGAAA 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. USCGAAA 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. USCGAAA further agrees that during the term of this Agreement, no USCGAAA publication shall carry advertisements for any other endorsed Financial Services.

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

(c) USCGAAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either USCGAAA's Trademark or the endorsement of USCGAAA which shall not be unreasonably withheld or delayed.

(d) USCGAAA 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 USCGAAA.

(e) USCGAAA 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 USCGAAA. However, USCGAAA may respond to an individual Member's request for information regarding the Program.

(f) USCGAAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. USCGAAA 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 USCGAAA during the term of this Agreement. Nothing stated in this Agreement prohibits USCGAAA 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) USCGAAA shall provide MBNA America with a subscription without charge to any and all USCGAAA publications.

(h) USCGAAA shall not allow, permit, license, condone or encourage the solicitation or advertisement of Financial Services by any organization, group or provider of Financial Services, other than MBNA America, on any property controlled by USCGAAA.

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 USCGAAA.

(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 USCGAAA. 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 USCGAAA.

(f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to USCGAAA all Royalties set forth in Schedule A, attached and incorporated herein. USCGAAA 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

USCGAAA 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 USCGAAA or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall 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 of the other party.

7. RATE 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 USCGAAA 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 is 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 USCGAAA 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 USCGAAA 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 September 30, 1994 until September 30, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of September 1, 1994, 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 USCGAAA to the Members. Upon termination or expiration of this Agreement, USCGAAA shall not take action with MBNA America or any other person to cause the removal of USCGAAA'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 USCGAAA, 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 USCGAAA becomes insolvent in that its liabilities exceed assets, or 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 licenses 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.

(d) Upon termination of this Agreement MBNA America agrees it will not claim any right, title or interest in any Mailing List of USCGAAA Members other than those Members who have established an account with MBNA America.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both 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 other right or any future rights.

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

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

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

(i) If to USCGAAA:

UNITED STATES COAST GUARD ACADEMY
ALUMNI ASSOCIATION, INC.
15 Mohegan Avenue
New London, Connecticut 06320-47195
ATTENTION: CAPT James G. Heydenreich, USCG (Ret), President

(ii) If to MBNA America:

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

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

If USCGAAA is providing MBNA America with notice pursuant to Section 9 (a) herein, USCGAAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

* 2.00% of phone transaction volume (net refunds and fraudulent calls) made by Customers who have a credit card account opened pursuant to this Agreement and take advantage of the phone services credit card benefit.

* Provided USCGAAA allows for the full implementation of program marketing (direct mail and to alumni in class years 1985 and forward, telemarketing), MBNA America agrees to make a total payment of \$25,000 (twenty-five thousand dollars) in year one upon implementation of the first full marketing campaign, as an advance against future royalties.

* USCGAAA shall be guaranteed royalties of \$40,000 (forty thousand dollars) during the five years of the Agreement, payable at the end of the fifth year of the Agreement, if not previously earned, based on the following conditions.

- A five (5) year Agreement is signed.
- USCGAAA will use reasonable efforts to assist MBNA America in opening a minimum of 300 new accounts per year in the first three (3) years of the Agreement by guaranteeing to allow:
 - A minimum of two (2) direct mail and two (2) telemarketing campaigns (as provided above) to the marketable lists each year for the term of the Agreement
 - USCGAAA must endorse and participate in the Financial Services as outlined in this Agreement.

* Upon full execution of this Agreement, MBNA America shall provide a one-time signing bonus of \$17,000 (seventeen thousand dollars) to USCGAAA to be used at the sole discretion of USCGAAA. The signing bonus will increase to a total of \$27,000 (twenty-seven thousand dollars) if any one of the other Academies (United States Air Force Academy, United States Naval Academy, United States Military Academy) sign an Agreement with MBNA America within twelve (12) months of USCGAAA. The signing bonus will increase to a total of \$52,000 (fifty-two thousand dollars) if three or more of the Academies (United States Air Force Academy, United States Naval Academy, United States Military Academy) sign with MBNA America within the same twelve (12) month period.

* Provided that USCGAAA signs an Agreement with MBNA America, MBNA America agrees to pay USCGAAA a donation of \$2,000 (two thousand dollars) each year, in years two through five of the Agreement.

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

9/19/94

SCHEDULE A

I. TERMS AND FEATURES

CREDIT CARD ACCOUNTS

Subject to MBNA America's Right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

* There is NO Annual Fee for both Alumni and Cadet Members.

* The current Annual Percentage Rate for Alumni Members of USCGAAA will be a variable rate of prime plus 7.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

* The current Annual Percentage Rate for Cadet Members of USCGAAA will be a variable rate of prime plus 7.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay UNITED STATES COAST GUARD ACADEMY ALUMNI ASSOCIATION, INC., a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

CREDIT CARD ACCOUNTS

* \$1.00 for every new Credit Card Account opened by a Member of USCGAAA, which remains open for at least ninety (90) days.

* \$1.00 each full twelve (12) month period that an Alumni Credit Card Account is renewed and an Annual Fee is paid by a Customer, or if no Annual Fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such royalty last accrued.

* \$1.00 each full twelve (12) month period that a Cadet Credit Card Account is renewed and an Annual Fee is paid by a Customer, or if no Annual Fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such royalty last accrued.

* .50 of 1% of all retail purchase transactions made by Alumni Members of USCGAAA (net refunds and returns).

* .50 of 1% of all retail purchase transactions made by Cadet Members of USCGAAA (net refunds and returns).

* 2.00% of phone transaction volume (net refunds and fraudulent calls) made by Customers who have a credit card account opened pursuant to this Agreement and take advantage of the phone services credit card benefit.

* Provided USCGAAA allows for the full implementation of program marketing (direct mail and to alumni in class years 1985 and forward, telemarketing), MBNA America agrees to make a total payment of \$25,000 (twenty-five thousand dollars) in year one upon implementation of the first full marketing campaign, as an advance against future royalties.

* USCGAAA shall be guaranteed royalties of \$40,000 (forty thousand dollars) during the five years of the Agreement, payable at the end of the fifth year of the Agreement, if not previously earned, based on the following conditions.

- A five (5) year Agreement is signed.
- USCGAAA will use reasonable efforts to assist MBNA America in opening a minimum of 300 new accounts per year in the first three (3) years of the Agreement by guaranteeing to allow:
 - A minimum of two (2) direct mail and two (2) telemarketing campaigns (as provided above) to the marketable lists each year for the term of the Agreement
 - USCGAAA must endorse and participate in the Financial Services as outlined in this Agreement.

* Upon full execution of this Agreement, MBNA America shall provide a one-time signing bonus of \$17,000 (seventeen thousand dollars) to USCGAAA to be used at the sole discretion of USCGAAA. The signing bonus will increase to a total of \$27,000 (twenty-seven thousand dollars) if any one of the other Academies (United States Air Force Academy, United States Naval Academy, United States Military Academy) sign an Agreement with MBNA America within twelve (12) months of USCGAAA. The signing bonus will increase to a total of \$52,000 (fifty-two thousand dollars) if three or more of the Academies (United States Air Force Academy, United States Naval Academy, United States Military Academy) sign with MBNA America within the same twelve (12) month period.

* Provided that USCGAAA signs an Agreement with MBNA America, MBNA America agrees to pay USCGAAA a donation of \$2,000 (two thousand dollars) each year, in years two through five of the Agreement.

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

9/19/94

**CUSTOMER LIST ADDENDUM
TO THE UNITED STATES COAST GUARD
ACADEMY ALUMNI ASSOCIATION, INC. AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 29th day of December, 1995 by and between UNITED STATES COAST GUARD ACADEMY ALUMNI ASSOCIATION, INC. ("USCGAAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, USCGAAA and MBNA America, individually and in its capacity as assignee of any and 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 USCGAAA; and

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Upon the request of USCGAAA, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). USCGAAA shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.
3. Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. USCGAAA shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, USCGAAA warrants that USCGAAA and all its employees, volunteers, agents and/or representatives of USCGAAA who work with any Customer List shall be made aware of the obligations contained in this Addendum and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. USCGAAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.
4. Because the nature of each Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by USCGAAA or its employees, volunteers,

agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each name, address or other type or category of information used in violation of this Addendum, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach. In addition, USCGAAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by USCGAAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement.

5. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

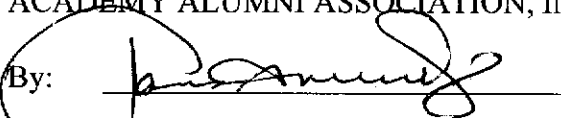
6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

UNITED STATES COAST GUARD
ACADEMY ALUMNI ASSOCIATION, INC.

MBNA AMERICA BANK, N.A.

By:



Name:

JAMES A. W. + re

By:



Name:

Susan D. Norris

Title:

Acting President

Title:

Senior Executive Vice President

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 17 day of MARCH, 1999 (the Effective Date), by and between United States Coast Guard Academy Alumni Association, Inc. ("USCGAAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, USCGAAA and MBNA America are parties to an affinity agreement, as amended (the "Agreement"), wherein USCGAAA provides a license to use its Trademarks to MBNA America and MBNA America provides certain financial services to certain persons using those Trademarks; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The current term of the Agreement will be extended to end on September 30, 2004. The provisions in Section 9 of the Agreement will control the renewal of the Agreement beyond September 30, 2004.
3. The parties agree that Sections 1 (f) is hereby deleted and replaced its entirety with the following:

(f) "Member" means a member of USCGAAA, a student of the United States Coast Guard Academy and/or other potential participants mutually agreed to by USCGAAA and MBNA America.

4. The parties agree to add the following definition to the Agreement as Section 1(i):

(i) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. "Student Credit Card Account" means a Credit Card Account generated from a student application. "Alumni Credit Card Account" means any Credit Card Account that is not a Student Credit Card Account.

5. The parties agree to add the following definition to the Agreement as Section 9 (a):

(a) The initial term of this Agreement will be for a five (5) year period beginning on the effective date until September 30, 2004. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term or extension thereof either party may terminate this Agreement providing written notice to the other party, as provided herein.

6. The parties agree to add the following definition to the Agreement as Section 12 (f):

(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 USCGAAA:
United States Coast Guard Academy
Alumni Association, INC.
47 Mohegan Avenue
New London, Connecticut 06320-8111
ATTENTION: Association President

(i) If to MBNA America
MBNA America Bank N.A.
Rodney Square
Wilmington, DE 19884
Attention: Division Manager, Group Administration/Sales

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

If USCGAAA is providing MBNA America with notice pursuant to Section 9 (a) herein, USCGAAA must provide notice at least six (6) months before the effective date contained in such notice.

7. The parties agree that Section II of Schedule A to the Agreement is hereby deleted in its entirety and replaced with Attachment #1, incorporated herein and made a part hereof.

8. Deposit Program. a. The parties agree that MBNA America's Money Market Deposit Account and Certificate of Deposit Account Program is now a part of the Program (as such Deposit Program or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Deposit Program to some or all of the persons included on the lists provided by USCGAAA under the Agreement.

b. USCGAAA agrees to (i) exclusively endorse the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program similar to the Deposit Program. Subject to the foregoing, all of USCGAAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program.

c. Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by USCGAAA to any person or entity to purchase MBNA America's services under the Deposit Program.

d. During the term of the Agreement, USCGAAA will receive the royalties set forth below for accounts opened pursuant to the Deposit Program:

(i) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

(ii) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

e. The Deposit Program compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposit Program accounts.

9. Gold Option and Gold Reserve. a. The parties agree that Gold Option and Gold Reserve (as such products are more fully described in Sections I and II on Attachment #2, attached hereto and made a part hereof) are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option and/or Gold Reserve to some or all of the persons included on the lists provided by USCGAAA under the Agreement.

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

c. During the term of the Agreement, USCGAAA will receive the royalties set forth on Attachment #2, Section III for Gold Reserve accounts opened pursuant to the Program and the royalties set forth on Attachment, Section IV for Gold Option accounts. Gold Option and Gold Reserve compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts or Gold Reserve accounts.

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

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

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

UNITED STATES COAST GUARD
ACADEMY ALUMNI ASSOCIATION, INC.

MBNA AMERICA BANK, N.A.

By: *As President*
Name: *James A. White*
Title: *JAMES A. WHITE*
Date: *3-17-99*

By: *JAMES K KALLSTROM*
Name: *James K. Kallstrom*
Title: *Sr. Exec. VP.*
Date: *3/19/99*

ATTACHMNET #1

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni and Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni and Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Alumni and 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, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Alumni and Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
5. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Alumni and Student Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

B. ROYALTY ADVANCE.

1. Upon full execution of this Addendum, MBNA America shall pay to USCGAAA the sum of one hundred thousand dollars (\$100,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to USCGAAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to USCGAAA as set forth in the Agreement. Notwithstanding the foregoing, USCGAAA hereby promises to pay MBNA

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

- (i) the Agreement is terminated prior to the end of September 30, 2004;
- (ii) USCGAAA breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) 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 two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve-month period during the term of the Agreement.

C. ROYALTY GUARANTEE.

USCGAAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than two hundred fifty thousand dollars (\$250,000) (the "Guarantee Amount") by the end of September 30, 2004, subject to the provisions set forth below. If on September 30, 2004 USCGAAA has not accrued \$250,000 in Royalties, MBNA America will pay USCGAAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by USCGAAA during the term of this Agreement and the amount of any unrecovered Advance. 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 B.1., above.

ATTACHMENT #2

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) Fixed monthly payments may be tailored to customer's monthly needs.
- E) The current annual percentage rate is 14.99%.

II. 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 \$20.00 after the first year

The annual fee is waived for the first six months.

There is a fee of \$10.00 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 17.90%.

III. Gold Reserve Royalties

- A) \$0.50 (fifty cents) for each Gold Reserve account opened pursuant to the Program which remains open for ninety (90) consecutive days (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% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.

- C) \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Reserve Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

IV. Gold Option Royalties

- A) \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (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% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- C) \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

**ADDENDUM TO THE UNITED STATES COAST GUARD ACADEMY
ALUMNI ASSOCIATION, INC. AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 27th day of SEPTEMBER, 2006 ("Effective Date"), by and between United States Coast Guard Academy Alumni Association, Inc. ("USCGAAA") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, USCGAAA and Bank individually are parties to an Agreement dated as of September 21, 1994, as the same has 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 USCGAAA; and

WHEREAS, USCGAAA and Bank mutually desire to extend the term of the Agreement and amend the compensation provisions of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, USCGAAA 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 August 31, 2011. 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. Upon full execution of this Addendum, and upon each annual anniversary of the Effective Date during the initial term of this Addendum, Bank shall pay to USCGAAA the sum of \$20,000 (twenty thousand dollars) (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 USCGAAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to USCGAAA as set forth in this Addendum. Notwithstanding the foregoing, (1) Bank shall no longer be obligated to pay any additional Advances to USCGAAA hereunder, and (2) USCGAAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (ii) below should occur:
 - (i) the Agreement terminates and the amount of the Advance(s) has(have) not been fully recouped by Bank;
 - (ii) USCGAAA breaches any of its obligations under this Agreement;

4. The following new Section D is hereby added to Section II of Schedule A and shall read as follows:

D. SPONSORSHIP PAYMENT

Upon the Effective Date until August 31, 2011, as long as the Agreement is in full force and effect, Bank shall pay USCGAAA \$2,500 (two thousand five hundred), annually as a golf sponsorship.

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. 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. 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 Services 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.

**UNITED STATES COAST GUARD
ACADEMY ALUMNI ASSOCIATION**

By: James A. Sylvester
Name: JAMES A. SYLVESTER
Title: PRESIDENT
Date: SEPTEMBER 27, 2006

**FIA CARD SERVICES, N. A.
f/k/a MBNA America Bank, N. A.**

By: Sandra Wirt
Name: SANDRA WIRT
Title: SVP
Date: 12/28/06

**WORLD POINTS AND EMERGING CREDIT ADDENDUM
TO THE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 13 day of March 2009, (the "Addendum Effective Date") by and between United States Coast Guard Academy Alumni Association, Inc. ("USCGAAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, USCGAAA and Bank are parties to an Affinity Agreement dated as of September 21, 1994, 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 USCGAAA; and

WHEREAS, USCGAAA and Bank mutually desire to amend the Agreement to include the loyalty rewards program, emerging credit program, and Group Incentive Program (as defined below) as another aspect of USCGAAA's Program under the Agreement, and to otherwise modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, USCGAAA 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:

"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. An Emerging Account may carry a Reward Enhancement.

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

MAR 17 2009

Compliance
Operations
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“GIP Account” means a consumer Credit Card Account opened pursuant to a GIP in which USCGAAA complies with the GIP provisions of the Agreement.

“Group Incentive Program” or **“GIP”** means any marketing or other program whereby USCGAAA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which USCGAAA complies with the GIP provisions of the Agreement.

3. The following is hereby added to the Agreement as a new Section 13:

“13. GROUP INCENTIVE PROGRAM”

- (a) Bank shall design all advertising, solicitation, and promotional material with regard to the Program, except with respect to those materials designed by USCGAAA pursuant to any GIP. In that regard, USCGAAA shall give Bank 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 USCGAAA to the GIP Royalty specified in Schedule A, as amended by Attachment #1, attached hereto, 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 USCGAAA as instructed by Bank 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, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by USCGAAA pursuant to any GIP. Bank shall have approval and control of the scope, timing, content, and continuation of any GIP.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of USCGAAA

pursuant to any GIP shall be deducted from any or all Royalty payments due USCGAAA under this Agreement.

(e) USCGAAA shall comply with Bank'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. This Section 13(e) shall survive termination of the Agreement."

4. 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 USCGAAA under the Agreement.

5. USCGAAA 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 USCGAAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

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

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

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

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

confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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.

**UNITED STATES COAST GUARD
ACADEMY ALUMNI ASSOCIATION, INC.**

FIA CARD SERVICES, N.A.

By: James A. Sylvester

By: Sandra Wirt

Name: JAMES A. SYLVESTER

Name: SANDRA WIRT

Title: PRESIDENT

Title: SVP

Date: MARCH 13, 2009

Date: 3/25/09

Attachment #1

E. GIP ACCOUNTS

1. \$20.00 (twenty 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 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.

F. 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 which is utilized by the Customer within the first ninety (90) consecutive days of the 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 Credit Card 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 months. A Reward 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 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. \$20.00 (twenty 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.

G. 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 months.
3. 0.20% (twenty 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. \$10.00 (ten 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 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.

FIA CARD SERVICES®

October 18, 2010

Mr. Jim Sylvester
Alumni Association President
United States Coast Guard Academy Alumni Association, Inc.
47 Mohegan Avenue
New London, Connecticut 06320

RE: The Agreement by and between United States Coast Guard Academy Alumni Association, Inc. ("USCGAAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), last dated September 21, 1994, as the same may have been amended (the "Agreement")

Dear Mr. Sylvester:

This letter ("Letter") is in response to discussion between USCGAAA and FIA regarding Advance payments owed by FIA to USCGAAA pursuant to the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

In consideration of the mutual covenants of the parties contained in this Agreement, the sufficiency of which is hereby acknowledged, USCGAAA hereby agrees to permanently and irrevocably waive its right to receive, and therefore will not receive that certain Advance payment equal to \$20,000 payable to USCGAAA as of September 27, 2010, pursuant to Section 3 of that certain Addendum to the Agreement dated as of September 27, 2006.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement will be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at 302.432.6058.

Sincerely,



Lance L. Layton
Vice President

ACCEPTED AND AGREED:

UNITED STATES COAST GUARD ACADEMY
ALUMNI ASSOCIATION, INC.

BY: James U. Sylvester
NAME: JAMES A. SYLVESTER
TITLE: PRESIDENT
DATE: OCT 26, 2010

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: [Signature]
NAME: Jeffrey M. Fincher
TITLE: Senior Vice President
DATE: 11/10/10

FIA CARD SERVICES™

FIA Card Services, DE5-001-08-02
1100 N. King Street
Wilmington, DE 19884

Tel: 800.441.7048

VIA Overnight Delivery

May 26, 2011

Capt. James G. Heydenreich, USCG (Ret.), President
United States Coast Guard Academy Alumni Association, Inc.
15 Mohegan Avenue
New London, Connecticut 06320-47195

Dear Capt. Heydenreich:

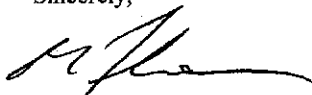
I am writing to inform you that following a comprehensive review of the United States Coast Guard Academy Alumni Association, Inc. credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement last dated September 21, 1994, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement, as amended by Section 2 of that certain Addendum to the Agreement dated September 27, 2006.

The Agreement's expiration date is August 31, 2011.

We have appreciated your endorsement.

Sincerely,



Marc F. Caren
Vice President
FIA Card Services, N.A.

CC: Mr. Jim Sylvester
Alumni Association President
United States Coast Guard Academy Alumni Association, Inc.
47 Mohegan Avenue
New London, Connecticut 06320

FIA CARD SERVICES™

June 30, 2011

FIA Card Services, DE5-001-08-02
1100 N. King Street
Wilmington, DE 19884

Tel: 800.441.7048

Mr. Jim Sylvester
Alumni Association President
United States Coast Guard Academy Alumni Association, Inc.
47 Mohegan Avenue
New London, Connecticut 06320

RE: The Agreement by and between United States Coast Guard Academy Alumni Association, Inc. ("USCGAAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), last dated September 21, 1994, as the same may have been amended (the "Agreement")

Dear Mr. Sylvester:

This letter ("Letter") is in response to discussion between USCGAAA and FIA regarding Sponsorship payments owed by FIA to USCGAAA pursuant to the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

In consideration of the mutual covenants of the parties contained in this Agreement, the sufficiency of which is hereby acknowledged, USCGAAA hereby agrees to permanently and irrevocably waive its right to receive, and therefore will not receive that certain annual Sponsorship payment equal to \$2,500 payable to USCGAAA pursuant to Section II.D of Schedule A, as amended by that certain Addendum to the Agreement dated as of September 27, 2006.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement will be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at 302.432.6058.

Sincerely,



Lance L. Layton
Vice President

ACCEPTED AND AGREED:

UNITED STATES COAST GUARD ACADEMY
ALUMNI ASSOCIATION, INC.

BY: James A. Sylvester
NAME: JAMES A. SYLVESTER
TITLE: PRESIDENT
DATE: JULY 6, 2011

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: [Signature]
NAME: KRISTIAN HANNERSWITT
TITLE: SVP, CONTRACT CDE
DATE: 7/15/11