

**FEDERAL DEPOSIT
INSURANCE CORPORATION
Washington, D.C. 20429**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

October 6, 2008

First Bank of Delaware

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

34929
(FDIC Certificate Number)

51-0389698
(I.R.S. Employer
Identification No.)

1000 Rocky Run Parkway, Wilmington, Delaware 19803

(Address of principal executive offices) (Zip code)

(302) 529-5984

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Item 1.01 Entry into a Material Definitive Agreement.

On October 6, 2008, First Bank of Delaware, referred to as the “Bank,” entered into an Amendment to the Amended and Restated Affinity Card Agreement, the “Amendment,” dated as of October 1, 2008, with Compucredit Corporation, referred to as “Compucredit.” The Amendment amends the Amended and Restated Affinity Card Agreement dated March 13, 2006 between the Bank and Compucredit, as amended, the “Agreement.”

The Amendment modifies the fees which Compucredit will pay the Bank for services during the 2009 and 2010 calendar years, and establishes other terms and conditions of payment. It also sets forth certain terms and conditions upon which the Bank, subject to the non-objection of the Federal Deposit Insurance Corporation (“FDIC”), may acquire groups of credit card accounts which will be subject to the Agreement. The Amendment also provides for the marketing of the Embrace credit card by the Bank and establishes a security deposit to be maintained with the Bank by Compucredit in lieu of a letter of credit.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 hereto, and is incorporated into this report by reference.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are filed with this Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to the Amended and Restated Affinity Card Agreement by and between First Bank of Delaware and Compucredit Corporation, dated as of October 1, 2008

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FIRST BANK OF DELAWARE

Date: October __, 2008

By: _____
Alonzo J. Primus
Chief Executive Officer & President

EXHIBIT INDEX

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Exhibit 10.1

AMENDMENT TO THE AMENDED AND RESTATED AFFINITY CARD AGREEMENT

THIS AMENDMENT TO THE AMENDED AND RESTATED AFFINITY CARD AGREEMENT (this "Amendment") is dated as of October 1, 2008, by and between FIRST BANK OF DELAWARE ("Bank") and COMPUCREDIT CORPORATION ("Marketer").

W I T N E S S E T H

WHEREAS, Bank and Marketer are parties to that certain Amended and Restated Affinity Card Agreement dated as of March 13, 2006, as amended from time to time (the "Agreement");

WHEREAS, Bank and Marketer have since amended various provisions of the Agreement, and wish to further amend the Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged by the parties hereto, the parties hereto covenant and agree, under seal, as follows:

Section 1. Modification of Fee Provisions in Section 3.1 of the Agreement for Calendar Years 2009 and 2010.

(a) Section 3.1 of the Agreement is amended to provide that during the calendar year 2009 only, and subject to the provisions of the Agreement and this Amendment, Marketer shall pay Bank, **** \$**** payable on **** so long as (i) this Amendment is applicable, and (ii) the terms and provisions of Section 3.1 of the Agreement prior to the Amendment are not applicable. **** To the extent that the fees that would have otherwise been calculated and due pursuant to Section 3.1 of the Agreement (without reference to this Amendment) (the "Original Section 3.1 Fees") exceed, for the calendar year 2009, \$****, then Marketer shall pay to Bank no later January 15, 2010 any amount of the Original Section 3.1 Fees in excess of \$****, in an amount up or equal to

Note: "****" indicates confidential information that has been omitted and filed separately with the FDIC pursuant to a request for confidential treatment of such information.

\$**** in excess of \$****; provided, however, that Marketer's obligation to pay such excess shall be reduced by the amount of any portion of the Embrace Fee due during 2009.

(b) Section 3.1 of the Agreement is amended to provide that during the calendar year 2010 only, and subject to the provisions of the Agreement and this Amendment, Marketer shall pay Bank, **** \$**** payable on **** so long as this Amendment is applicable and the terms and provisions of Section 3.1 of the Agreement prior to the Amendment do not apply. **** To the extent that the Original Section 3.1 Fees exceed, for the calendar year 2010, \$****, then Marketer shall pay to Bank no later January 15, 2011 any amount of the Original Section 3.1 Fees in excess of \$****, in an amount up or equal to \$**** in excess of \$****; provided, however, that Marketer's obligation to pay such excess shall be reduced by the amount of any portion of the Embrace Fee due during 2010.

Section 2. Fee Payable Only if Agreement in Full Force and Effect.

(a) Bank shall only be due fees pursuant to the Amendment, so long as the Agreement is in full force and effect, without any material limitations or restrictions on the manner and volume of marketing, the products marketed, or the terms and conditions of the Accounts, including without limitation, changes of the cardholder agreements' terms such as pricing, fees and closures. If the Federal Deposit Insurance Corporation ("FDIC") imposes such material restrictions or limitations on the Program as conducted pursuant to the terms of the Agreement, then Bank shall not be entitled to the fees in Section 1 of this Amendment but shall be entitled to such fees owed Bank pursuant to the terms of Section 3.1 of the Agreement as in effect prior to this Amendment.

(b) For calendar year 2010, Bank shall only be due fees pursuant to the Amendment, so long as (i) the Agreement is in full force and effect, without any material limitations or restrictions on the manner and volume of marketing, the products marketed, or the terms and conditions of the Accounts, including without limitation, changes of the cardholder agreements' terms such as pricing, fees and closures, and (ii) Marketer has secured sufficient funding, on terms reasonably acceptable to Marketer, that would permit and enable Marketer to purchase new Receivables pursuant to the Agreement; provided, however, the failure of Marketer to secure such funding shall not relieve Marketer from paying those fees owed Bank pursuant to the terms of Section 3.1 of the Agreement as in effect prior to this Amendment. If the Federal Deposit Insurance Corporation ("FDIC") imposes such material restrictions or limitations on the Program as conducted pursuant to the terms of the Agreement, then Bank shall not be entitled to the fees in Section 1 of this Amendment but shall be entitled to such fees owed Bank pursuant to the terms of Section 3.1 of the Agreement as in effect prior to this Amendment.

Section 3. Consent to **** Transfer.

From and after the date of execution of this Amendment, if at any point the FDIC does not object to the **** Transfer, as defined below, Bank shall, if so requested by Marketer, enter on a timely basis into a market standard agreement or agreements setting forth market standard account owner and administration terms and conditions, in a form substantially similar to that set forth on Exhibit A attached hereto, with (a) **** ("****") to acquire those accounts from **** designated by Marketer, and (b) if applicable, such other entity or entities designated by Marketer. In the event of any **** Transfer, Marketer shall pay to Bank fees according to Section 3.1 of the Agreement, as amended by this Amendment.

For the purposes of this Amendment only, the defined term "**** Transfer" shall mean a transfer to Bank of any group of credit card accounts issued by **** or such other entity or entities
Note: "****" indicates confidential information that has been omitted and filed separately with the FDIC pursuant to a request for confidential treatment of such information.

designated by Marketer, where Marketer or its affiliate, has agreed with **** or such other entity or entities designated by Marketer, to purchase the corresponding receivables daily for such accounts, and that Bank shall become the issuer of such accounts.

Section 4. Good Faith Effort to Acquire Other Portfolios.

From and after the date of execution of this Amendment, if at any point Marketer or its affiliate or designee identifies any credit card portfolio, and if the FDIC does not object to the Portfolio Transfer, as defined below, Bank shall, if so requested by Marketer, enter on a timely basis into a market standard agreement or agreements setting forth market standard account owner and administration terms and conditions, with (a) the credit card issuer, or others, to acquire those accounts designated by Marketer, and (b) if applicable, such other entity or entities designated by Marketer. In the event of any Portfolio Transfer, Marketer shall pay to Bank fees according to Section 3.1 of the Agreement, as amended by this Amendment.

For the purposes of this Amendment only, the defined term "Portfolio Transfer" shall mean a transfer to Bank of any group of credit card accounts identified by Marketer where Marketer or its affiliate, agrees to purchase the corresponding receivables daily for such accounts, and that Bank shall become the issuer of such accounts.

Section 5. Bank's Good Faith Efforts to Continue.

From the date of this Amendment and throughout the term of the Agreement, Bank shall exercise commercially reasonable efforts and act in good faith to obtain those approvals required to, and thereafter shall, market the Embrace credit card. Bank shall communicate with Marketer in connection with such efforts, and shall act upon the recommendations of Marketer related to the continuation of the marketing of Embrace credit cards. If during any month of years 2009 and 2010, Marketer solicits consumers for Embrace Accounts on behalf of Bank in a volume greater than a test population, then subject to Section 3.1, Marketer shall pay to Bank \$**** for any such month.

Note: "****" indicates confidential information that has been omitted and filed separately with the FDIC pursuant to a request for confidential treatment of such information.

Section 6. Amendment to Security Deposit Calculation

Section 3.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3 Security Deposit. During the term of this Agreement, Marketer shall maintain a deposit with Bank in an amount equal to (i) the highest consecutive four-day purchase activity for the immediately preceding month multiplied by the percentage of non-California Accounts plus (ii) the number of California Accounts with Charging Privileges multiplied by the lesser of (y) \$**** or (z) the Charging Privileges corresponding to each such Account. This deposit shall be adjusted (increased or decreased) monthly, based upon each month’s calculation as set forth herein. The adjustment shall be made within five (5) business days after either party gives notice to the other of the need for such adjustment. If at any time Marketer does not make any payment pursuant to Section 4.1(b) of this Agreement when due, Bank may immediately access the deposit. If Bank accesses the

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deposit, the Marketer shall replenish the funds within three business days after receiving written notice of same from Bank.” Solely for the purposes of this subsection, the definition “California Accounts” shall mean Accounts corresponding to a Cardholder whose most recent address according to the system of record for the Program is in the State of California. Also solely for the purposes of this subsection, the term “Charging Privileges” shall have that meaning ascribed to it by the system of record for the Program, which meaning generally relates to the ability of a Cardholder to make purchases or receive cash advances for the Cardholder’s Account.

Section 7. [RESERVED]

Section 8. Effect of Amendment.

Except as specifically amended, terminated or otherwise modified above, all terms of the Agreement shall be and remain in full force and effect, and shall constitute the respective legal, valid, binding and enforceable obligations of the parties thereto and are hereby ratified and confirmed. Upon the effectiveness of this Amendment, (i) each reference in the Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Agreement as amended or otherwise modified hereby, unless such amendment or modification is specifically limited or not applicable to the Agreement pursuant to the terms hereof, and (ii) each reference to the Agreement in any other document, instrument or agreement executed and/or delivered in connection therewith, shall mean and be a reference to the Agreement as amended or otherwise modified hereby.

Section 9. Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Delivery

of an executed counterpart of a signature page to this Amendment by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart to this Amendment.

Section 10. Section References; Terms.

Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

Section 11. Governing Law.

This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

Section 12. Severability.

The illegality, invalidity or unenforceability of any provision of this Amendment under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

Section 13. Entire Agreement.

This Amendment constitutes the entire agreement of the parties with regard to the specific and limited subject matter hereof, and supersedes all prior written or oral understandings among the parties regarding the specific and limited subject matter hereof.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed, under seal, by its duly authorized officer as of the day and year first above written.

FIRST BANK OF DELAWARE

By: _____ (SEAL)

Title: _____

COMPUCREDIT CORPORATION

By: _____ (SEAL)

Title: _____

