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**AMENDED AND RESTATED  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of January, <sup>1998</sup> ~~1998~~ (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and ABILENE CHRISTIAN UNIVERSITY, having its principal place of business at 1600 Campus Court, Abilene, Texas ("ACU") for themselves, and their respective successors and assigns.

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

WHEREAS, ACU and MBNA America mutually desire to amend and restate the Original Agreement;

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

**1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Plus Miles Credit Card Account" is a Credit Card Account carrying the Plus Miles enhancement.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means Alumni, Students of ACU and any other potential participants mutually agreed to by ACU and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by ACU during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF ACU

- (a) ACU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ACU may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ACU of said financial institution or the advertised Financial Service Product.
- (b) ACU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) ACU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) ACU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain ACU's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, ACU shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by ACU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ACU. The initial Mailing List shall contain at least thirty thousand (30,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) ACU shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ACU. Notwithstanding the above, ACU may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to ACU. Any correspondence received by ACU that is intended for MBNA America (e.g.,

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applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) ACU hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits ACU from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of ACU.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of ACU.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of ACU. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by ACU.

4. REPRESENTATIONS AND WARRANTIES

- (a) ACU and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
  - (i) It is duly organized, validly existing and in good standing.

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(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) ACU represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. ACU will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to ACU. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

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7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and ACU shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on October 31, 2002. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ACU, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or ACU becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the

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Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by ACU to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ACU shall not attempt to cause the removal of ACU's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

11. MISCELLANEOUS

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

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

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

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

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

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

(1) If to ACU:

ABILENE CHRISTIAN UNIVERSITY  
1600 Campus Court, Room 200  
Abilene, Texas 79601

ATTENTION: Dr. John Tyson,  
VP of Development

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(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
400 Christiana Road  
Newark, Delaware 19713

ATTENTION: Division Manager,  
Group Administration/Sales

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

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

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FROM :

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

*WJW*

ABILENE CHRISTIAN UNIVERSITY

MBNA AMERICA BANK, N.A.

By: *Jack W. Rich*

By: *[Signature]*

Name: Jack W. Rich

Name: MD Shepherd

Title: Executive Vice President

Title: Division President

Read and recommended:

By: *[Signature]* 11/1/98  
John Tyson

SCHEDULE A

**TERMS AND FEATURES**

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

**A. CREDIT CARD ACCOUNTS**

1. There is **NO** annual fee.
2. The current annual percentage rate for Non Student Preferred Credit Card Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Gold Credit Card Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate for Platinum Credit Card Accounts will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. The current annual percentage rate for Student Preferred Credit Card Accounts will be a fixed rate of 18.9% or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
6. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

**B. PLUS MILES CREDIT CARD ACCOUNTS**

1. \$35.00 (thirty-five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
2. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.

**SCHEDULE B****ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay ACU 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 Credit Card Account opened, which remains open for at least ninety (90) consecutive days.**
2. **\$6.00 (six dollars) for each Non 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. **\$3.00 (three dollars) for each 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.**
4. **0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Non 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)).**
5. **\$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a 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)).**

**B. PLUS MILES CREDIT CARD ACCOUNTS**

1. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
2. \$17.00 (Seventeen dollars) for each Plus Miles 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 Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

**C. ROYALTY ADVANCE.**

1. Upon full execution of this Agreement, MBNA America shall pay to ACU the sum of five hundred thousand dollars (\$500,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. MBNA America shall pay to ACU the sum of five hundred thousand dollars (\$500,000) again on the fourth Anniversary (at the end of the third year of this Agreement) of the first Advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to ACU, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ACU as set forth in this Agreement. Notwithstanding the foregoing, ACU 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 (ii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date, other than as a result of MBNA's material breach of this Agreement;
- (ii) ACU <sup>materially</sup> breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) 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

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- (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.

**D. ROYALTY GUARANTEE.**

ACU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million dollars (\$1,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement ACU has not accrued \$1,000,000 in Royalties, MBNA America will pay ACU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ACU during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the continued satisfaction of each of the following conditions:

- (a) this Agreement shall not be terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date, other than as a result of MBNA's material breach of this Agreement;
- (b) ACU shall not <sup>materially</sup> breach this Agreement; *with RR*
- (c) MBNA America shall not be prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (d) MBNA America shall not be 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
- (e) MBNA America shall not be prohibited from conducting on-campus promotion campaigns at major events during each consecutive twelve month period during the term of the Agreement.

**TERM EXTENSION ADDENDUM  
TO THE ABILENE CHRISTIAN UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of October, 2006 (the "Effective Date") by and between Abilene Christian University ("ACU"), and FIA Card Services, NA. f/k/a MBNA America, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ACU and Bank are parties to an Agreement last dated July 7, 1994 (the "Original Agreement"), as the same has been amended (The Original Agreement together with all addenda thereto collectively referred to hereinafter as the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of ACU; and

WHEREAS, ACU and Bank mutually desire to extend the term of the Agreement and make certain other modifications contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ACU 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 September 30, 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. Section 1 of the Agreement is hereby amended to include the following definitions:

**"Business Credit Card Account"** means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

**"Business GIP Account"** means a Business Credit Card Account opened pursuant to a GIP in which ACU complies with the GIP provisions of this Agreement.

**"Credit Card Account"** means a credit card account opened in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by BANK as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by BANK as an alumni application.

**"GIP Account"** means a consumer Credit Card Account opened pursuant to a GIP in which ACU complies with the GIP provisions of this Agreement.

**“GoldOption® Account”** means a GoldOption® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

**“GoldOption® GIP Account”** means a consumer GoldOption® Account opened pursuant to a GIP in which ACU complies with the GIP provisions of the Agreement.

**“GoldReserve® Account”** means a GoldReserve® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

**“GoldReserve® GIP Account”** means a consumer GoldReserve® Account opened pursuant to a GIP in which ACU complies with the GIP provisions of the Agreement.

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

**“Reward Credit Card Account”** means Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

**“Reward GIP Account”** means a Reward Credit Card Account opened pursuant to a GIP in which ACU complies with the GIP provisions of the Agreement.

**“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. The Reward Enhancement may be marketed under another name (e.g., **World Points**), as determined by BANK from time to time, in its sole discretion.

**“Royalties”** means the compensation set forth in Attachment #1.

4. Section 1 of the Agreement is further amended as follows:

a) **“Agreement”** means this Agreement and Attachment #1, attached hereto and made a part hereof.

b) The term **“Financial Services”** is hereby deleted from the Agreement in its entirety and replaced with the following new term:

**“Financial Service Product”** means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program. Hereinafter, each reference to Financial Services in the Agreement shall be read as if it said **“Financial Service Product”**.

c) The term **“Preferred Card”** is hereby deleted from the Agreement in its entirety.

5. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5:

“5. ROYALTIES

(a) During the term of this Agreement, BANK will pay Royalties to ACU. Royalties will not be paid without a completed W-9 Form and ACH Form. Except as otherwise provided in Attachment #1, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter. Royalties set forth on Attachment #1 shall be the only compensation payable pursuant to this Agreement, notwithstanding any other provisions concerning Royalties or compensation under the Agreement, including but not limited to, the royalty and/or compensation provisions set forth in Schedule A of the Original Agreement, the Business Card Addendum dated as of August 8, 1994, the Addendum dated as of December 22, 1994, that certain letter dated May 23, 1995 regarding changes to the manner of calculating certain compensation payable under the Agreement, the Term Extension Addendum dated as of August 5, 1996 and the Plus Miles Addendum dated as of January 31, 1997.

(b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, BANK will provide ACU with a statement showing: (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts and; (ii) the Business Credit Card Account retail purchase transaction dollar volume.”

6. The following new Section 13 is hereby added to the Agreement:

“13. GROUP INCENTIVE PROGRAM

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

(b) All marketing materials generated as a result of such GIP programs will be coded by ACU 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 will 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 will have the right of prior approval of all advertising and solicitation materials distributed by ACU pursuant to any GIP. BANK will 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 ACU pursuant to any GIP will be deducted from any or all Royalty payments due ACU under this Agreement.

(e) ACU will 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."

7. The parties agree that the Reward Enhancement is now a part of the Program (as such products or 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 ACU under the Agreement.

8. The Plus Miles Addendum dated as of January 31, 1997 is hereby deleted in its entirety.

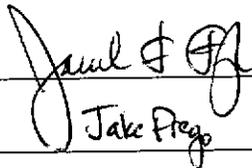
9. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything 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. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

FIA CARD SERVICES, N.A.

ABILENE CHRISTIAN UNIVERSITY

By: \_\_\_\_\_

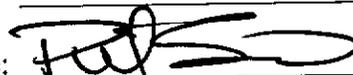


Name: \_\_\_\_\_

SVP

Title: \_\_\_\_\_

By: \_\_\_\_\_



Name: \_\_\_\_\_

Phil Schubert

Title: \_\_\_\_\_

VP FINANCE

## Attachment #1

### ROYALTY ARRANGEMENT

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

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the consumer Credit Card Account. 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 consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$30.00 (thirty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

## B. 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 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, other than the annual fee assessed upon the opening of the Reward Credit Card Account. 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 business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty 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 consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

## C. BUSINESS CREDIT CARD ACCOUNTS

Business 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 Business Credit Card Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
2. \$30.00 (thirty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety consecutive days, and which is utilized by the Customer within the first ninety days of the Business GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Business GIP Accounts will not qualify for any other opening-of-account Royalty.

D. CONSUMER GOLDRESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer GoldReserve® Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer GoldReserve® Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer GoldReserve® Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.
3. \$25.00 (twenty-five dollars) for each GoldReserve® 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 GoldReserve® GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such GoldReserve® GIP Account will not qualify for any other opening-of-an-account Royalty.

E. CONSUMER GOLDOPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer GoldOption® Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer GoldOption® Accounts.

This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer GoldOption® Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

3. \$25.00 (twenty-five dollars) for each GoldOption® 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 GoldOption® GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such GoldOption® GIP Account will not qualify for any other opening-of-an-account Royalty.

#### F. ROYALTY ADVANCE

1. Upon the completion of the first Full Marketing Campaign (as defined herein) by Bank, and upon each annual anniversary of the Effective Date from October 1, 2007 through October 1, 2010, Bank shall pay to ACU the sum of seventy five thousand dollars (\$75,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to ACU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ACU as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to ACU hereunder, and ACU 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 (iv) below should occur:

- (i) the Agreement is terminated prior to September 30, 2011;
- (ii) ACU <sup>materially</sup> breaches any of its obligations under this Agreement;

(iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the current term of this Agreement Bank recoups all prior Advances paid by it to ACU in prior years, and pays ACU Royalties accrued by ACU over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

3. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

G. ROYALTY GUARANTEE

ACU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than three hundred seventy-five thousand dollars (\$375,000) (the "Guarantee Amount") by September 30, 2011, subject to the provisions set forth below. If, as of September 30, 2011, ACU has not accrued \$375,000 in Royalties, Bank will pay ACU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ACU from the Effective Date of this Addendum through September 30, 2011 and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.

**FIA CARD SERVICES™**

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

Tel: 800.441.7048

Via Overnight Delivery

June 28, 2011

Dr. John Tyson  
Vice President of Development  
Abilene Christian University  
1600 Campus Court  
Room 200  
Abilene, Texas 79601

Dear Dr. Tyson:

I am writing to inform you that following a comprehensive review of the Abilene Christian University credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Amended and Restated Affinity Agreement entered into as of January 1, 1998, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 11(f) of the Agreement and Section 2 of the Term Extension Addendum entered into as of October 1, 2006.

The Agreement's expiration date is **September 30, 2011**.

We have appreciated your endorsement.

Sincerely,



Lance L. Layton  
Vice President  
FIA Card Services, N.A.