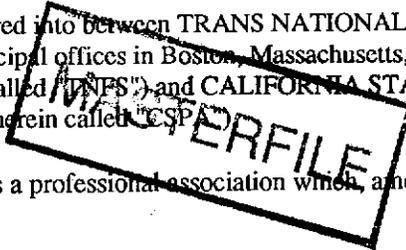


AGREEMENT

This Agreement entered into between TRANS NATIONAL GROUP SERVICES, INC., a Massachusetts corporation with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (herein called "TNFS") and CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION of Los Angeles, California (herein called "CSPA")



WHEREAS, CSPA is a professional association which, among other things, provides economic service programs to its members; and

WHEREAS, TNFS designs, develops, and markets financial service programs to organizations such as CSPA and their members; and

WHEREAS, TNFS has developed a credit card program for the membership of CSPA; and

WHEREAS, CSPA desires to endorse and sponsor the aforementioned credit card program;

NOW, THEREFORE, TNFS and CSPA mutually agree as follows:

1. Endorsement and Sponsorship of CSPA.

CSPA hereby endorses the credit card program developed by TNFS, the elements of which are set forth in Schedule A below (the "MemberCard Program").

2. Responsibilities of CSPA.

- (a) From time to time, upon the request of TNFS, CSPA agrees to provide TNFS with updated mailing labels containing the names and home addresses of its members, based upon zip code selectivity or reasonably selected membership characteristics.
- (b) CSPA shall permit TNFS to solicit its individual members by mail, or otherwise, for participation in the MemberCard Program.
- (c) CSPA agrees that it will not sponsor, endorse, solicit, sell, aid, or otherwise make available its mailing list to any third party for soliciting any personal credit card program other than the MemberCard Program endorsed pursuant to this Agreement.
- (d) CSPA shall approve all advertising material submitted by TNFS which approval shall not be unreasonably withheld, prior to mailing or distribution to its members.

3. Responsibilities of TNFS

- (a) TNFS shall design all advertising and promotional material with regard to the MemberCard Program.
- (b) Unless otherwise agreed by TNFS and CSPA, TNFS and the financial institution(s), as designated by TNFS, providing the credit card services (the "Designated Lender"), shall bear all costs of producing and mailing promotional material, including postage, or will reimburse CSPA for its mailing and postage expenses thereto.
- (c) TNFS shall use the mailing lists provided pursuant to this Agreement for the purposes contemplated herein only and shall not duplicate or use such mailing lists or permit any other party to use such mailing lists, for any other purpose whatsoever. TNFS shall have the right to designate those persons on the mailing lists provided pursuant to Section 2.(a) above to whom promotional material will be sent.

(d) TNFS will require the Designated Lender to make available all bank services to CSPA cardholders that it normally makes available to its other cardholders so that CSPA cardholders are insured that they receive the maximum value possible from their credit card account; provided, however, that no endorsement by CSPA shall be utilized or implied for any service without prior written approval.

(e) Upon the prior approval of TNFS, TNFS will advertise in The California Psychologist newsletter from time to time and receive a discounted rate.

4. Relationship of the Parties

(a) It is agreed and understood that TNFS is an independent contractor and not an agent or employee of CSPA. Neither TNFS nor CSPA shall have the power or authority to pledge or to bind or obligate the other in any manner for any purpose to any third party.

(b) It is agreed and understood that TNFS will provide marketing services only with regard to the MemberCard Program and that the credit cards issued pursuant to the MemberCard Program and the services to be provided to the members of CSPA through said Program will be provided from one or more financial institutions as designated by TNFS from time to time.

5. Royalties.

During the term of this Agreement, CSPA will receive Royalties as set forth in Schedule B attached hereto.

6. Cross Indemnification

(a) CSPA will indemnify and save harmless TNFS, its directors, officers, agents and employees from and against any and all loss, damage, liability, claims or causes of action in any way resulting from the acts or omissions of CSPA, its directors, officers, agents and employees, in connection with or in any way related to, the MemberCard Program which is the subject of this Agreement. This indemnity shall include, but shall not be limited to, any loss, damage, liability, claims or causes of action under any state or federal consumer credit laws, including but not limited to the Federal Truth in Lending Act and Equal Credit Opportunity Act.

(b) TNFS will indemnify and save harmless CSPA, its directors, officers, agents and employees, from and against any and all loss, damage, liability, claims or causes of action in any way resulting from any acts or omissions of TNFS, its directors, officers, agents and employees, in connection with or in any way related to the MemberCard Program which is the subject of this Agreement. This indemnity shall include, but shall not be limited to, any loss, damage, liability, claims or causes of action under any state or federal consumer credit laws, including but not limited to the Federal Truth in Lending Act and Equal Credit Opportunity Act. TNFS agrees to indemnify CSPA for any associated expenses and attorney's fees.

7. Confidentiality of Agreement

TNFS and CSPA hereby agree as an express term of this Agreement to maintain the confidentiality of the terms hereof and not to disclose such terms to any third party, including, but not limited to, from the date of execution below, any other affinity groups solicited by TNFS or any Designated Lender, except by mutual written consent of both parties hereto provided, however, CSPA and TNFS shall be permitted to disclose such terms to their accountants, legal and financial advisors or as required by law.

8. Term of Agreement

(a) The initial term of this Agreement will be from the date hereof until November 30, 1992 (the "Anniversary

Date"). After the initial term, or any extension thereof, this Agreement shall remain in full force and effect, and will be automatically extended for successive one-year periods, unless either party gives written notice to the other party at least thirty (30) days prior to the anniversary date or any extension thereof.

(b) The indemnification provided for in Section 6 of this Agreement shall survive any termination of this Agreement.

(c) Upon termination of this Agreement, CSPA shall take no action with the Designated Lender or any third party to affect the removal of its endorsement of the MemberCard Program from the card or records of any Member participating in the Program prior to the expiration of said Member's card in accordance with the MemberCard Program as detailed in Section 2 of this Agreement.

9. State Law Governing Agreement

This Agreement shall be governed, subject to and construed according to the laws of the Commonwealth of Massachusetts.

10. Waiver

The waiver or failure of either party to exercise in any aspect any right provided for in this Agreement shall not be deemed a waiver or any further or future right hereunder.

11. Agreement to be Bound by Contract

This Agreement shall be binding not only upon the parties hereto, but also upon their successors or assigns; and the parties hereto agree for themselves and their successors or assigns, to execute any instrument and to perform any acts which may be necessary or proper to carry out the purpose of this Agreement.

12. Construction of Agreement

Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural where the sense requires.

13. Section Captions

The section captions as to contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

14. Notices

All notices and other communications relating to this Agreement shall be in writing and shall be deemed to have been given, made and received only when delivered against receipt, or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to CSPA:

CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION
2100 Sawtelle Boulevard
Suite 201
Los Angeles, California 90025

ATTENTION: Win Schachter, PhD, JD, Executive Director

(b) If to TNFS:

TRANS NATIONAL FINANCIAL SERVICES
2 Charlesgate West
Boston, Massachusetts 02215

ATTENTION: Chief Operating Officer

Any addressee may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 14 for the giving of notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated below.

TRANS NATIONAL FINANCIAL SERVICES

Dated this ²⁷ day of
~~November~~, 1987
OCT.

By: W.R. White

Title: Executive Vice President Financial Services

CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION

Dated this day of
November, 1987

By: Win Schachter

Title: Executive Director

SCHEDULE A

GENERAL DESCRIPTION OF THE MEMBERCARD PROGRAM FOR THE CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION

The MemberCard Program is a unique credit card program offered as a special benefit of membership in the CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION. Like many other of Trans National's Membership Service Programs, with MemberCard, CSPA can provide another valuable service to its members, and in the process generate non-dues revenues for the organization on a continuing basis, year after year.

The MemberCard Program is being made available to CSPA members in the form of the Gold and Silver MemberCard Program which offers superior premium MasterCard with high credit lines, valuable discounts and numerous FREE services.

The SILVER MEMBERCARD Program is designed for CSPA members whose Annual Income is between \$15,000 and \$30,000. The GOLD MEMBERCARD Program is designed for members whose Annual Incomes exceed \$30,000.

By endorsing the Gold and Silver MemberCard Programs, CSPA authorizes the offer of this unique Membership Benefit Service to its members.

- * There is no financial risk to CSPA or obligation on the part of CSPA for sponsoring the Program.
- * Trans National pays for all mailing costs to communicate to CSPA members.
- * CSPA can insert announcements or materials of its choosing in any of the 12 monthly billing statement mailings at no cost.
- * Dues collection and/or donations can be charged to MemberCards without the typical 3% to 5% "merchants discount" normally charged by banks. CSPA can utilize MemberCards to collect dues and donations without any processing costs.
- * Trans National assumes all administrative responsibilities for this program, so there is minimal involvement for CSPA or CSPA staff members.

The following describes the details of the two MemberCard Programs for CSPA in more detail.

GOLD MEMBERCARD PROGRAM FOR CSPA MEMBERS

General Benefits of the Gold MemberCard Credit Card Program offered to CSPA members by Trans National and its Designated Lender.

* Card Offered: The Gold MasterCard.

* Number of Service and Business Establishments Accepting Cards: over 2.0 million in the U.S. and over 4.8 million worldwide.

* Annual Fee of Card Account: \$30.00 per year.

* Cost of Additional Card for another Family Member: None.

* Annual Percentage Rate on Balances Financed:

For Balances under \$3,500 the APR will be 15.9%.

The amount financed above \$3,500 will have an APR of 14.9%.

* Finance Charge Applied to Purchases if Complete Bill is Paid When Due: None.

* Instant Loans and Cash Advances available at any bank offering MasterCard and VISA.

* Optional credit life, disability and unemployment insurance made available to CSPA members for purposes of insuring their outstanding credit card balances only.

Additional Member Benefits of the Gold MemberCard Program

* There is NO Annual Fee the first year for CSPA members. Thereafter, the Annual Fee is \$30.00 per year.

* As Gold MasterCard holders, CSPA members will generally receive merchants' preferential treatment.

* CSPA name and logo will appear on the card for easy identification.

* Higher Minimum Line of Credit of \$5,000 offered to the CSPA membership.

* No Liability for CSPA members for unauthorized purchases on Gold MasterCards, not even the \$50 maximum allowed by Federal Law.

* Lost Credit Card Registration Service at no additional cost. CSPA members can register any credit cards in their possession, and if lost, the Designated Lender or its agent notifies all card issuers and orders replacement cards immediately.

* Drafts (checks) available at no cost and can be used to provide instant cash availability against CSPA cardholders' credit line. These drafts are called Premium Access Checks.

* Flexible Repayments - option of either 12 payments per year or 10 payments per year, skipping selective vacation months, which will be set up by the Designated Lender.

* Liberal Repayment Terms - extended repayment terms calling for a minimum payment per month of 3%

of the outstanding balance, or \$15, whichever is greater.

* Emergency Travel Service - up to \$5,000 emergency cash and airline tickets wired to an CSPA cardholder for pickup at Western Union or an airport ticket counter in the event of a lost Gold MasterCard while traveling.

* \$3,000 Auto Rental Deductible Insurance - eliminates the expensive extra cost of auto insurance sold by Auto Rental Companies, when car rental is charged to the CSPA Gold MasterCard. This is automatic collision insurance coverage at no additional cost.

* \$1,000,000 Travel Insurance at no additional cost, available to cardholder and all family members whenever travel arrangements are purchased on the CSPA Gold MasterCard.

* 24-hour Toll-Free Travelers Message Center at no extra cost.

* \$3,000 Lost Luggage Insurance whenever airline tickets are charged to the CSPA Gold MasterCard, at no additional cost.

* Special expedited processing of CSPA members' applications. Cards will be issued within 21 days, maximum.

* Preferred consideration for CSPA members' applications.

* Toll-Free Wats Lines available to CSPA members for service and billing questions, open 24 hours a day, 365 days a year.

* Special Service Representatives.

* Special Messages concerning CSPA can be included on monthly statements to members at no cost to CSPA.

* CSPA will be allowed to insert materials in any of the 12 monthly statement mailings with no postage charge (if held within reasonable weight limitations).

* Annual Reports provided concerning CSPA accounts so the success of the program can be periodically reviewed and analyzed.

SILVER MEMBERCARD PROGRAM FOR CSPA MEMBERS

General Benefits of the Silver MemberCard Credit Card Program offered to CSPA members by Trans National and its Designated Lender.

* Card Offered: The Silver MasterCard.

* Number of Service and Business Establishments Accepting Cards: over 2.0 million in the U.S. and over 4.8 million worldwide.

* Annual Fee of Card Account: \$20.00 per year.

* Cost of Additional Card for another Family Member: None.

* Annual Percentage Rate on Balances Financed:

For Balances under \$3,500 the APR will be 15.9%.

The amount financed above \$3,500 will have an APR of 14.9%.

* Finance Charge Applied to Purchases if Complete Bill is Paid When Due: None.

* Instant Loans and Cash Advances available at any bank offering MasterCard and VISA.

* Optional credit life, disability and unemployment insurance made available to CSPA members for purposes of insuring their outstanding credit card balances only.

Additional Member Benefits of the Silver MemberCard Program

* There is NO Annual Fee the first year for CSPA members. Thereafter, the Annual Fee is \$20.00 per year.

* As Silver MasterCard holders, CSPA members will generally receive merchants' preferential treatment.

* CSPA name and logo will appear on the card for easy identification.

* Higher Minimum Line of Credit offered to the CSPA membership, up to \$3,500, or higher.

* No Liability for CSPA members for unauthorized purchases on Silver MasterCards, not even the \$50 maximum allowed by Federal Law.

* Lost Credit Card Registration Service at no additional cost. CSPA members can register any credit cards in their possession, and if lost, the Designated Lender or its agent notifies all card issuers and orders replacement cards immediately.

* Drafts (checks) available at no cost and can be used to provide instant cash availability against CSPA cardholders' credit line. These drafts are called Premium Access Checks.

* Flexible Repayments - option of either 12 payments per year or 10 payments per year, skipping selective vacation months, which will be set up by the Designated Lender.

* Liberal Repayment Terms - extended repayment terms calling for a minimum payment per month of 3% of the outstanding balance, or \$15, whichever is greater.

* Emergency Travel Service - up to \$1,000 emergency cash and airline tickets wired to an CSPA cardholder for pickup at Western Union or an airport ticket counter in the event of a lost Silver MasterCard while traveling.

* \$3,000 Auto Rental Deductible Insurance - eliminates the expensive cost of auto insurance sold by Auto Rental Companies, when car rental is charged to the CSPA Silver MasterCard. This is automatic collision insurance coverage at no additional cost.

* \$300,000 Travel Insurance at no additional cost, available to cardholder and all family members whenever travel arrangements are purchased on the CSPA Silver MasterCard.

* 24-hour Toll-Free Travelers Message Center at no extra cost.

* \$3,000 Lost Luggage Insurance whenever airline tickets are charged to the CSPA Silver MasterCard, at no additional cost.

* Special expedited processing of CSPA members' applications. Cards will be issued within 21 days, maximum.

* Preferred consideration for CSPA members' applications.

* Toll-Free Wats Lines available to CSPA members for service and billing questions, open 24 hours a day, 365 days a year.

* Special Service Representatives.

* Members will have access to all bank services normally made available to cardholders to insure they receive the full value available to all cardholders of the Designated Lender.

* Special Messages concerning CSPA can be included on monthly statements to members at no cost to CSPA.

* CSPA will be allowed to insert materials in any of the 12 monthly statement mailings with no postage charge (if held within reasonable weight limitations).

* Annual Reports provided concerning CSPA accounts so the success of the program can be periodically reviewed and analyzed.

CSPA SUPPORT OF THE PROGRAM

* Active support and promotion of the MemberCard Program is encouraged by CSPA to insure maximum participation by Members.

* CSPA will provide lists free of charge for MemberCard mailings. If there is any charge for labels, such costs will be deducted from the Administrative Fees or Royalties earned by CSPA.

Additional Services Provided To CSPA by Trans National

* Brochures, cover letters and envelopes - all professionally designed and imprinted specially for CSPA with prior approval by CSPA before final printing and mailing.

* Mailing of brochures, cover letters and envelopes to all CSPA members, supervised by personnel experienced in every phase of direct mailing.

* Expedited processing of all CSPA applications for a Gold MasterCard.

* Mailing of monthly billing statements with free messages and inserts available to CSPA members.

* Toll-Free numbers for service calls and inquiries open 24 hours a day, 365 days a year.

* An experienced staff available to guarantee success of the program.

* Private status reports made available to CSPA on a regular basis.

SCHEDULE B

During the term of this Agreement, or any extension thereof, TNFS will cause the Designated Lender to pay the CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION a Royalty calculated according to the following schedule:

1. \$1.00 for every Gold MasterCard Account opened by an CSPA member.
2. \$6.00 for every Gold MasterCard Account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force.
3. \$1.00 for every Silver MasterCard Account opened by an CSPA member.
4. \$6.00 for every Silver MasterCard Account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force.

Payment for 1), 2), 3), and 4) above will be made quarterly for the accounts opened or renewed during the previous three months.

10/26/87

ADDENDUM TO THE CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION AGREEMENT

THIS ADDENDUM, by and among CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION (the "CSPA"), TRANS NATIONAL GROUP SERVICES, INC., a Massachusetts corporation ("TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, INC., a Massachusetts corporation ("TNFS"), and MARYLAND BANK, N.A., a national banking association ("MBNA").

WHEREAS, CSPA entered into an agreement with TNFS, dated November 30, 1987 (the "Original Agreement"); and WHEREAS, MBNA is responsible for the administration of the credit card programs;

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

1. MBNA shall be responsible for making all royalty payments to CSPA pursuant to the terms of the Original Agreement and when applicable, any subsequent Addendums, and for all administrative responsibilities in connection with the credit card programs as set forth in the Original Agreement.
2. CSPA confirms its exclusive endorsement of MBNA and its credit card programs, set forth in the Original Agreement.
3. MBNA hereby is and shall be designated as the exclusive financial institution (sometimes referred to as "Designated Lender") providing Financial Service Programs as provided for in the Original Agreement and this Addendum, for its initial term and each extension thereof.
4. CSPA hereby confirms to MBNA that it will not sponsor, endorse, solicit or aid any third party in soliciting any credit card programs similar to any product or service of the Financial Service Programs which CSPA has agreed MBNA may offer to CSPA members. CSPA hereby confirms to MBNA that it will not sell, rent or otherwise make available its mailing list to any third party for the purpose of soliciting any credit card programs similar to any of the Financial Service Programs which CSPA has agreed MBNA may offer to CSPA members.
5. Upon 30 days prior written notice to CSPA and TNGS, and upon appropriate notice to CSPA account holders as required by law, MBNA shall have the right to amend the terms and features of the individual products or services to the Financial Service Programs to reflect variances in MBNA's cost of funds, related economic factors and overall benefit programs.
6. CSPA, TNGS, and MBNA hereby agree to maintain the confidentiality of the terms of this Addendum and of the Original Agreement and not to disclose such terms to any third party, except by mutual written consent of all parties hereto. Disclosure may be made, as required by

law, or to their accountants, legal or financial advisors of the parties on a restricted and confidential basis.

7. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension.

8. Any default under this Addendum or the Original Agreement except by MBNA shall not affect the removal of CSPA's endorsement of MBNA or its Financial Service Programs.

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION

Dated this 12 day of
April, 1988

By: Uri Sa
Title: Executive Director

MARYLAND BANK N.A.

Dated this day of
April, 1988

By: _____
Title: Senior Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 25 day of
April, 1988

By: Walter B. Wurdh
Title: Executive Vice President Financial Services

**ADDENDUM TO
THE CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION AGREEMENT**

THIS ADDENDUM, by and among CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION (the "CSPA"), Trans National Group Services, Inc., a Massachusetts corporation ("TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, INC., a Massachusetts corporation ("TNFS"), and MARYLAND BANK, N.A., a national banking association ("MBNA").

WHEREAS, CSPA entered into an agreement as amended with TNFS and MBNA, dated November 30, 1987 (the "Original Agreement");

WHEREAS, MBNA and TNGS will market a student program to the membership of the CSPA.

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

1. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension.
2. MBNA hereby is and shall be designated as the exclusive financial institution (sometimes referred to as "Designated Lender") providing Financial Service Programs as provided for in the Original Agreement and this Addendum, for its initial term and each extension thereof.
3. MBNA shall be responsible for making all royalty payments to the CSPA pursuant to the terms of the Original Agreement and when applicable, any subsequent Addendums, and for all administrative responsibilities in connection with the credit card and related financial service programs as set forth in the Original Agreement.
4. All materials, if any, prepared by CSPA, related in any way to any aspect of the MemberCard Program shall be submitted to MBNA and/or TNGS for prior written approval.

Schedule A and Schedule B of the Original Agreement between CSPA, TNFS and MBNA for the MemberCard Credit Card Agreement is hereby modified as follows:

During the term of this Agreement, or any extension thereof, MBNA will pay CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION a Royalty calculated according to the following schedule:

1. \$1.00 for every student MasterCard Account opened by an CSPA student.
2. \$6.00 for every student MasterCard Account renewed, for each year that each such account is renewed, applicable fee is paid, and active charging privileges are in force.
3. The student MasterCard shall be issued free for the first year to students of CSPA. Thereafter the student card will be \$20.00.
4. The Annual Percentage Rate will be 17.9%

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

CALIFORNIA STATE PSYCHOLOGICAL ASSOCIATION

Dated this 16 day of February, 1990

By: [Signature]
Title: Executive Director

MARYLAND BANK N.A.

Dated this 6 day of ~~February~~, 1990
march

By: [Signature]
Title: Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 11 day of February, 1990
march

By: [Signature]
Title: Senior Vice President Financial Services

**ADDENDUM TO
THE CALIFORNIA PSYCHOLOGICAL ASSOCIATION AGREEMENT**

THIS ADDENDUM, by and among CALIFORNIA PSYCHOLOGICAL ASSOCIATION (the "CPA"), TRANS NATIONAL GROUP SERVICES, Inc., a Massachusetts business trust ("TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, INC., a Massachusetts corporation ("TNFS"), and MBNA AMERICA BANK, N.A., a national banking association ("MBNA AMERICA").

*4/23/91
CR amended to include MBNA America*

WHEREAS, CPA entered into an agreement with TNFS, dated November 30, 1987 (the "Original Agreement"); and

WHEREAS, MBNA AMERICA is responsible for the administration of the Gold Reserve Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, CPA, TNGS, and MBNA AMERICA agree as follows:

1. CPA hereby agrees to grant its exclusive endorsement of the MBNA AMERICA Gold Reserve Revolving Loan Program as an enhancement to the credit card and related financial service programs offered by MBNA AMERICA (the "Financial Service Programs"). The elements of the Gold Reserve Revolving Loan Program are set forth in Exhibit A hereto. Solicitation and marketing for this Gold Reserve Program shall be as the parties mutually establish from time to time.

2. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension.

3. This Addendum and all Agreements and Addenda between CPA and TNGS and among CPA, TNGS and MBNA America shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to have been made and fully performed in Delaware.

In the event of any inconsistency between this Addendum and any prior agreements, on the subject matter herein, this Addendum shall prevail.

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

CALIFORNIA PSYCHOLOGICAL ASSOCIATION

Dated this day of
January, 1991

By: Wm. J. ...

Title: Executive Director

MBNA AMERICA BANK, N.A.

Dated this 27 day of
~~January~~, 1991
April

By: [Signature]

Title: Exec. Vice President

TRANS NATIONAL GROUP SERVICES

Dated this day of
January, 1991

By: [Signature]

Title: Senior Vice President Financial Services

**ADDENDUM TO
THE CALIFORNIA PSYCHOLOGICAL ASSOCIATION AGREEMENT**

THIS ADDENDUM, by and among CALIFORNIA PSYCHOLOGICAL ASSOCIATION (the "CPA"), TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust ("TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, ("TNFS"), and MBNA AMERICA BANK, N.A., a national banking association ("MBNA America").

WHEREAS, CPA entered into an agreement with TNFS dated October 30, 1987, amended to include MBNA America dated April 25, 1988 (the "Original Agreement");

WHEREAS, in consideration of the ongoing cooperation by the parties to maximize the program, the parties agree to change the Royalties paid by MBNA America to CPA.

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

1. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension.
2. MBNA America hereby is and shall be designated as the exclusive financial institution (sometimes referred to as "Designated Lender") providing Financial Service Programs as provided for in the Original Agreement and this Addendum, for its initial term and each extension thereof.
3. MBNA America shall be responsible for making all royalty payments to the CPA pursuant to the terms of the Original Agreement and when applicable, any subsequent Addendums, and for all administrative responsibilities in connection with the credit card and related financial service programs as set forth in the Original Agreement.
4. This Addendum and all agreements and Addenda between CPA and TNGS and among CPA, TNGS and MBNA America shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to have been made and fully performed in Delaware.
5. In the event of any inconsistency between this Addendum and any prior agreements, on the subject matter herein, this Addendum shall prevail.
6. CPA warrants and represents that it has the right and power to license the trademarks, logos, service marks, tradenames, or tradenames presently used or acquired by CPA during the term of this Agreement ("Trademarks") to MBNA America for use as contemplated by this Agreement. CPA 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 CPA during the term of this Agreement. Nothing stated in this Agreement prohibits CPA 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 credit card program, revolving loan program, general bank card program or travel

and entertainment card program ("Credit Card Services").

(i) CPA 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 Credit Card Services of any organization other than MBNA America. CPA will not license any of the 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 Credit Card Services. CPA further agrees that during the term of this Agreement, no CPA publication shall carry advertisements for any other Credit Card Service.

(ii) Upon termination or expiration of this Agreement, CPA shall not take action with MBNA America, TNGS or any other person to cause the removal of CPA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

(iii) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 6 (ii) above 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.

7. MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform CPA 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 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.

Schedule A and Schedule B of the Original Agreement for the MemberCard Credit Card Agreement is hereby modified as follows:

During the term of this Agreement, or any extension thereof, MBNA America will pay CALIFORNIA PSYCHOLOGICAL ASSOCIATION a Royalty calculated according to the following schedule:

FOR MEMBERS

1. \$1.00 for every gold MasterCard Account and \$1.00 for every silver MasterCard Account opened by an CPA member.
2. \$3.00 for every gold MasterCard Account and \$3.00 for every silver MasterCard renewed, for each year that each such account is renewed, applicable fee is paid, and active charging privileges are in force.
3. \$0.25 per retail transaction made on all credit card accounts (net refunds and returns).
4. Both the gold and the silver MasterCard shall be issued free of an Annual Fee for the first year to members of CPA. Thereafter, the gold card will be \$40.00 and the silver card will be \$20.00.
5. The Annual Percentage Rate will be 17.9%

FOR STUDENTS

1. \$1.00 for every gold MasterCard Account and \$1.00 for every silver MasterCard Account opened by an CPA student.

2. \$3.00 for every gold MasterCard Account and \$3.00 for every silver MasterCard renewed, for each year that each such account is renewed, applicable fee is paid, and active charging privileges are in force.
3. \$0.25 per retail transaction made on all credit card accounts (net refunds and returns).
4. Both the gold and the silver MasterCard shall be issued free of an Annual Fee for the first year to students of CPA. Thereafter, the gold card will be \$40.00 and the silver card will be \$20.00.
5. The Annual Percentage Rate will be 18.9%

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

CALIFORNIA PSYCHOLOGICAL ASSOCIATION

Dated this 29th day of May, 1991 By: [Signature]
Title: EXECUTIVE DIRECTOR

MBNA AMERICA BANK N.A.

Dated this 29th day of May, 1991 By: [Signature]
Title: Senior Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 31st day of May, 1991 By: [Signature]
Title: Senior Vice President Financial Services

CALIFORNIA PSYCHOLOGICAL ASSOCIATION

Gold Reserve Program

Exhibit A

Gold Reserve is a revolving loan product from MBNA AMERICA which can be offered to the membership of the CPA. Interest does not start accruing until the date the check used to access the credit line is presented to us for payment. The CPA Gold Reserve account may be used by members who need additional cash or where using a credit card may not be appropriate. A list and brief explanation of the Gold Reserve Programs features follows:

Royalty Compensation to the CPA

In return for its endorsement of the Gold Reserve Program and working with MBNA AMERICA to carry out the Program, the CPA will receive the following compensation:

- * \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- * The greater of 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year or \$1.00 for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- * \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

Program Changes

The specific terms and features of the Program are subject to change by MBNA AMERICA, following prior written notice to the CPA including a thirty (30) day written notice if the changed elements are the Annual Fee or Annual Percentage Rate. For a change in the account holder's Annual Fee or Annual Percentage Rate, the individual members of the CPA shall be given the opportunity required under Delaware and applicable federal law to reject the new rates and to pay the existing balance in accordance with the rate then being applied to the account.

GOLD RESERVE PROGRAM FEATURES

UP TO A \$20,000 CREDIT LINE Members may qualify for a credit line of up to \$20,000, subject to MBNA AMERICA credit guidelines.

MONTHLY PAYMENTS Standard minimum monthly payments are 3% of the New Balance Total or \$15.00, whichever is greater.

LOW ANNUAL FEE There is no Annual Fee in the first year of the Gold Reserve account. Thereafter, the Annual Fee will be \$12.00 per year. Once approved, members will receive a checkbook to draw against their established line of credit.

PERSONALIZED CHECKS AT NO CHARGE Members initially receive 20 personalized checks which may be written in an amount up to the member's remaining credit limit. Members may obtain additional checks as needed at no additional charge.

ANNUAL PERCENTAGE RATE Interest will accrue from the date of the check used to access the credit line is presented to MBNA for payment, at the rate now in effect in the credit card program.

UP TO 2 PAYMENT HOLIDAY MONTHS Each year, MBNA AMERICA may designate up to two months as Payment Holidays when no payment is due. (Finance Charges continue to accrue.)

IMMEDIATE CASH ADVANCE Members may request on their application an immediate cash advance in any amount up to their credit limit.

ONE HOUR CREDIT LINE INCREASE Members wishing to increase their Gold Reserve line of credit may apply by calling toll-free.

SERVICE AND TOLL-FREE WATS LINES MBNA AMERICA provides representatives who are available 24-hours a day to answer members questions. Service and billing questions are answered by persons knowledgeable in Gold Reserve services.

OPTIONAL CREDIT INSURANCE Optional credit life, disability and unemployment insurance is available.



MBNA Corporation
400 Christiana Road
Newark, Delaware 19713

NNF-P

October 31, 1994

(302) 453-9930

Joni Sathe
Membership Coordinator
California Psychological Association
1010 11th Street
Suite 202
Sacramento, CA 95814

Dear Ms. Sathe:

We are pleased to inform you that, effective January 1, 1995, we will waive the annual fee for your members, regardless of how much they charge each year. We will do this with no change to the level of service we provide.

As a result, we need to update the royalty provision of the Agreement to provide for this important change. **The dollar amount per account has not been changed.** This new calculation will be effective for all your accounts as of January 1, 1995, and is implemented by replacing the current renewal compensation language with the following:

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 the Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

In order to offer this enhancement, we need you to countersign and return this letter to me by November 18, keeping a copy for your records. If you would like to discuss any aspect of our program, please call me.

Sincerely,

Eric Gorman
Assistant Vice President

California Psychological Association

Signature

ADDENDUM

THIS ADDENDUM is entered into as of the ¹⁵ day of ^{SEPT} ~~July~~, 1998, by and between CALIFORNIA PSYCHOLOGICAL ASSOCIATION ("CPA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CPA and MBNA America are parties to an affinity agreement last dated October 27, 1987 (the "Original Agreement"), as the same was amended by addenda dated October 31, 1994, May 31, 1991 (the "Fourth Addendum"), April 29, 1991, March 11, 1990, April 25, 1988, (collectively 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 CPA; and

WHEREAS, CPA and MBNA America mutually desire to amend the Agreement to extend the term of the Agreement and to update the Program.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 8(a) of the Original Agreement is hereby amended to read in its entirety as follows:

(a) TERM OF AGREEMENT

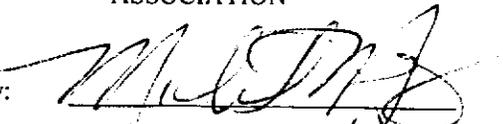
The initial term of this Agreement will begin on October 27, 1987 and end on November 30, 2003. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least 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.

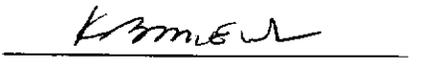
3. Effective ¹⁵ ~~15~~ ^{SEPT} ~~July~~, 1998, section 7 of the Fourth Letter Addendum of the Agreement and any other provisions related to any compensation or royalty structure are hereby deleted in their entirety and replaced with the provisions set forth in Attachments 1 and 2.
4. Except as amended 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.
5. 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.

CALIFORNIA PSYCHOLOGICAL
ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 
Name: Michael L. Haley
Title: EXECUTIVE DIRECTOR
Date: 9/15/98

By: 
Name: K. B. Mente
Title: Senior Executive Vice President
Date: 1/26/99

Attachment 1

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 will be a variable rate of prime plus 7.4% for platinum accounts and prime plus 7.9% for preferred and gold accounts. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 14.99%.

Attachment 2

ROYALTY ARRANGEMENT

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

A. 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. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer or waived pursuant to a special program described in Schedule A, Section A.1 of the Agreement.
3. 0.25% (one quarter of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

**WORLD POINTS ADDENDUM
TO THE CALIFORNIA PSYCHOLOGICAL ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 14 day of ^{September} ~~March~~, 2005, by and between California Psychological Association ("CPA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, CPA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of CPA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and 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 Reward Enhancement to some or all of the persons included on the lists provided by CPA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. CPA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of CPA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, CPA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Upon termination or expiration of the Agreement, or any aspect of the Program, CPA shall not take action to cause the removal of CPA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, CPA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. CPA represents and warrants that CPA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

**CALIFORNIA PSYCHOLOGICAL
ASSOCIATION**

MBNA AMERICA BANK, N.A.

By: *Jo Linder-Crow, Ph.D.*

By: *Lynn S. Kutiruff*

Name: Jo Linder-Crow, Ph.D.

Name: LYNN S. KUTIRUFF

Title: Executive Director

Title: SBVP

Date: 9-14-05

Date: 10-19-05

Attachment #1

I. Reward Enhancement 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. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay CPA a Royalty calculated as follows, for those Reward Credit Card 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. \$1.00 (one dollar) for each new Reward 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 Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

- C. 2.5% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

BUSINESS REWARDS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 3 day of January, 200~~8~~⁶, by and between CALIFORNIA PSYCHOLOGICAL ASSOCIATION ("CPA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CPA and MBNA America, are parties to an Affinity Agreement dated October 27, 1987, as the same has been amended (the "Agreement"), wherein MBNA America provides certain financial service programs to certain persons included in certain lists provided to MBNA America by or on behalf of CPA; and

WHEREAS, CPA and MBNA America mutually desire to amend the Agreement to add business credit card and business reward credit card programs as additional financial service programs provided under the Agreement.

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

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

2. The following definitions are hereby added to, or changed in, Section 1 as follows:

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

"Business Rewards Credit Card Account" means a Business Credit Card Account with a Business Rewards Enhancement.

"Business Rewards Enhancement" means the travel/merchandise rewards enhancement provided through MBMA America and offered as part of the Program for Business Credit Card Accounts.

3. A new Section 15 is hereby added to the Agreement and shall read as follows:

Certain Financial Service Programs or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A. ("MBNA Delaware"), and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

4. A new Schedule C is hereby added to the Agreement and shall read as follows:

SCHEDULE C

PRICING

BUSINESS/BUSINESS REWARDS CREDIT CARD ACCOUNTS

The pricing referenced below will be subject in all respects to the terms set forth in the Commercial Credit Agreement to be entered into between MBNA Delaware and each individual

or business entity as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA Delaware's rights under such Commercial Credit Agreement, as amended. Terms of any benefits will be stated in the benefits brochure supplied to each Customer. MBNA Delaware reserves the right to change its product name (*Platinum Plus for Business*), in its sole discretion, from time to time.

1. The current annual fee for each Business Credit Card issued to an individual or business entity pursuant to the Business Credit Card Program is \$0. The current annual fee for each Business Rewards Credit Card issued to an individual or business entity pursuant to the Business Rewards Credit Card Program is \$35.
2. The current Annual Percentage Rate ("APR") is a fixed rate of 11.99%.

COMPENSATION

BUSINESS CREDIT CARD ACCOUNTS (OTHER THAN BUSINESS REWARDS CREDIT CARD ACCOUNTS)

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

1. Twenty basis points (.20%) 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, money orders, bets, lottery tickets, or casino gaming chips).

BUSINESS REWARDS CREDIT CARD ACCOUNTS

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

1. Ten basis points (.10%) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards 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, money orders, bets, lottery tickets, or casino gaming chips).

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.

**CALIFORNIA PSYCHOLOGICAL
ASSOCIATION**

MBNA AMERICA BANK, N.A.

By: J. Linder-Crow, Ph.D.
Name: JO LINDER-CROW
Title: Executive Director
Date: 1/3/06

By: [Signature]
Name: David Boorn
Title: EVP
Date: 3.21.06

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 10, 2011

Dr. Win Schachter
Executive Director
California Psychological Association
2100 Sawtelle Boulevard
Suite 201
Los Angeles, California 90025

Dear Dr. Schachter:

I am writing to inform you that following a comprehensive review of the California Psychological Association 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 December 27, 1987, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Sections 8(a) and 14(a) of the Agreement.

The Agreement's expiration date is November 30, 2011.

We have appreciated your endorsement.

Sincerely,



Alex J. McLaughlin
Vice President
FIA Card Services, N.A.
804-627-7081