

## LICENSE AGREEMENT

This Agreement is entered into as of this 1st day of July, 1999 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and MISSISSIPPI STATE UNIVERSITY ALUMNI ASSOCIATION, an educational institution having its principal place of business at 200 Walker Road, Mississippi State, Mississippi ("MSUAA ") for themselves, and their respective successors and assigns.

### 1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).

(b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

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

(i) "Student Customer" means a Customer who is identified by MSUAA as an undergraduate or graduate student of Mississippi State University.

(ii) "Alumni Customer" means a Customer who is not a Student Customer.

(d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs and travel and entertainment card programs.

(e) "Mailing Lists" means current magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members.

(f) "Member" means undergraduate students, graduate students, alumni of Mississippi State University and/or other potential participants mutually agreed to by MSUAA 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.

(h) "Royalties" means the compensation set forth in Schedule B.

(i) "Trademarks" means any design, image, visual representation, logo, servicemark, trade dress, trade name, or trademark used or acquired by MSUAA during the term of this Agreement, including facsimile signatures of officers of MSUAA.

(j) "MSUAA Affiliate" means any entity controlling, controlled by or under the common control with MSUAA.

(k) "Acquired Credit Card Account" means a credit card account opened by The Peoples Bank and Trust Company, Tupelo Mississippi.

## **2. RIGHTS AND RESPONSIBILITIES OF MSUAA**

(a) MSUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither MSUAA nor any MSUAA Affiliate shall, by itself or in conjunction with others directly or indirectly (i) sponsor, advertise, aid, develop, market, or solicit proposals for programs offering the providing of any Financial Service Products of any organization other than MBNA America; (ii) 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 (iii) 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. MSUAA's endorsement is limited to the license granted in Subsection 2(g). MSUAA is not required to provide personal appearances of its officers, any advertising or marketing, or any other services to MBNA America as part of this endorsement. Notwithstanding anything else in this Agreement to the contrary, MSUAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by MSUAA of said financial institution or the advertised Financial Service Product.

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

(c) MSUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain any of MSUAA's Trademarks in order to protect its Trademarks from loss of value due to inappropriate use or poor quality of reproduction; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due MSUAA. In the event such costs exceed Royalties then due MSUAA, MSUAA shall promptly reimburse MBNA America for all such costs. Notwithstanding the foregoing, MBNA America may not deduct such costs if MSUAA (1) does not request a reissue of all cards then outstanding and (2) MBNA is allowed to exhaust current inventories of MSUAA plastics then on hand.

(d) MSUAA hereby grants MBNA America and its affiliates a license to use its Mailing Lists in conjunction with the Program. Upon the request of MBNA America, but no more often than three times per year, MSUAA shall provide MBNA America with a copy of its Mailing Lists, with no special sorting or processing, free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by MSUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due MSUAA. MSUAA shall provide the initial Mailing List, containing at least sixty thousand (60,000) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after MSUAA's execution of this Agreement.

(e) MSUAA shall not be required to provide information to or otherwise communicate with Members or potential Members about the Program. MSUAA 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 MSUAA. Notwithstanding the above, MSUAA 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 MSUAA. Any correspondence received by MSUAA that is intended for MBNA America (e.g., 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 forwarding correspondence will be paid by MBNA America.

(f) MSUAA 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. MSUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after MSUAA's execution of this Agreement. Nothing stated in this Agreement prohibits MSUAA 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 any informational materials concerning or related to the Program which may be developed by or on behalf of MSUAA for distribution to Members.

(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 MSUAA.

(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 MSUAA. 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 MSUAA.

#### **4. REPRESENTATION AND WARRANTIES**

(a) MSUAA 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.
- (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) MSUAA 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. MSUAA 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 MSUAA. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). 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 MSUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed 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.

## **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 MSUAA 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 September 30, 2004. 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 conflicts 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 MSUAA, 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 MSUAA 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 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 MSUAA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, MSUAA shall not attempt to cause the removal of MSUAA'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 or the end of the Recoupment Period (as defined below), whichever is later.
- (e) Notwithstanding anything else in this Section 10, after termination of the Agreement, MBNA may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA has fully recouped any payments previously made to MSUAA which are subject to recoupment under the Agreement, ("Recoupment Period").
- (f) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(g) For a one (1) year period following the termination of this Agreement for any reason, MSUAA agrees that neither MSUAA nor any MSUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, MSUAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the MSUAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

## **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), 10 (d), 10 (e) and 10 (g) 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 MSUAA:

MISSISSIPPI STATE UNIVERSITY ALUMNI ASSOCIATION  
PO Box AA  
200 Walker Road  
Mississippi State, Mississippi 39762  
ATTENTION: John V. Correro, Executive Director

fax #: 601-325-8425

(2) If to MBNA America:

MBNA AMERICA BANK N. A.  
Rodney Square  
Wilmington, Delaware 19884  
ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

fax #: 302-432-0805

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. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and MSUAA are not agents, representatives, partners 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 MSUAA 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.

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

MISSISSIPPI STATE UNIVERSITY  
ALUMNI ASSOCIATION

By: John V. Corroero

Name: John V. Corroero

Title: Executive Director

Date: July 20, 1999

MBNA AMERICA BANK N.A.

By: W. P. Morrison

Name: WILLIAM P. MORRISON

Title: Senior Executive Vice President

Date: 7/31/99

## SCHEDULE A

### **TERMS AND FEATURES**

#### **A. CREDIT CARD ACCOUNTS**

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:

1. There is NO Annual Fee.
2. For Alumni Customers, the current annual percentage rate will be a fixed rate of 12.99%.
3. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
4. Customers may be offered opportunities to purchase a variety of communication services and 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 (6) 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 17.9%.

#### **C. GOLD OPTION ACCOUNTS**

"Gold Option Account" means a GoldOption<sup>sm</sup> (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.
2. The current annual percentage rate is as low as 15.99%.

## SCHEDULE B

### **ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay MSUAA 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. \$3.00 (three dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer 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 dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Student Customer 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. .50% of all retail purchase transaction dollar, cash advance and balance transfer volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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. .40% of all retail purchase transaction dollar volume generated by Student Customers using student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
6. 1.25% of all retail purchase transaction dollar volume generated by an Acquired Credit Card Account Customer using an Acquired Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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. \$.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.

## **C. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$.50 (fifty cents) for each Gold Option 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 Option 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 each Gold Option Account remains open.

## **D. DEPOSIT ACCOUNTS**

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

## E. ROYALTY ADVANCES

MBNA America shall pay to MSUAA, on the dates indicated, the following sums (each, an "Advance"), as an advance against future Royalties, subject to provisions set forth below:

\$500,000 (five hundred thousand dollars) to be paid for Year One- upon the implementation of the first Full Marketing Campaign (as defined herein) by MBNA America

\$500,000 (five hundred thousand dollars) to be paid for Year Two-on the second annual anniversary of the Effective Date

\$500,000 (five hundred thousand dollars) to be paid for Year Three-on the third annual anniversary of the Effective Date

\$250,000 (two hundred and fifty thousand dollars) to be paid on Year Four-on the fourth annual anniversary of the Effective Date

\$250,000 (two hundred and fifty thousand dollars) to be paid on Year Five-on the fifth annual anniversary of the Effective Date

All Royalties accrued shall, in lieu of direct payment to MSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to MSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to MSUAA hereunder, and (y) MSUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

(i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement;

(ii) MSUAA 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 three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(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;

(vi) MSUAA or an affiliate of Mississippi State University, directly or indirectly markets or permits the marketing of any card device (multifunction or single purpose) that contains at any time a credit or charge feature to any of the Members.

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

### **ROYALTY GUARANTEE**

MSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million dollars (\$2,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.i-vi., above.

DATE: 5/21/99:lsa  
6/15/99:lsa  
6/25/99:lsa  
6/28/99:lsa  
7/7/99:lsa  
7/13/99:lsa

## BUSINESS CARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 13<sup>th</sup> day of October, 1999, by and between MISSISSIPPI STATE UNIVERSITY ALUMNI ASSOCIATION ("MSUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA 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 MSUAA; and

WHEREAS, MSUAA and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard products ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of MSUAA'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 agreements contained herein, MSUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. MSUAA agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by MSUAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, MSUAA will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, MSUAA shall not take action to cause the removal of MSUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, MSUAA hereby grants to

MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. MSUAA represents and warrants that MSUAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. 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.

7. 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.

MISSISSIPPI STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: John V. Corruero

By: [Signature]

Name: John V. Corruero

Name: Linda Reagan

Title: Executive Director

Title: Vice President

Date: October 13, 1999

Date: 10/29/99

## ATTACHMENT #1

### I. TERMS AND FEATURES OF PLATINUM PLUS BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account opened by a MSUAA Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) 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. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product names, (Platinum Plus for Business) in its sole discretion, from time to time.

- A. There is no annual fee.
- B. The current Annual Percentage Rate is 12.99%.

### II. COMPENSATION FOR PLATINUM PLUS BUSINESSCARD ACCOUNTS

Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Cardholders using a BusinessCard 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, money orders, bets, lottery ticket, or casino gaming chips).

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Attachment #1 are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

**ADDENDUM TO THE MISSISSIPPI STATE UNIVERSITY  
ALUMNI ASSOCIATION LICENSE AGREEMENT**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into this 10<sup>th</sup> day of July, 2003 by and between Mississippi State University Alumni Association ("MSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns. 

WHEREAS, MSUAA and MBNA America are parties to a license agreement dated July 1, 1999, as the same was amended by addendum dated October 13, 1999 (the "Agreement"); and

WHEREAS, MSUAA and MBNA America mutually desire to extend the term of the Agreement and amend the Agreement as provided for herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on September 30, 2009. 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(i) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(i):
  - (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by MSUAA, any MSUAA Affiliate, or the University during the term of this Agreement.
4. Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(f):
  - (l) "Member" means: an undergraduate or graduate student of the University, alumni of the University, a member of MSUAA, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by MSUAA and MBNA America.
5. Section 1 of the Agreement is hereby amended by adding the following new subsections (l), and (m):
  - (l) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
  - (m) "University" means Mississippi State University and any office or department of, or affiliated or associated with, Mississippi State University, including but not limited to the athletic department and the office of student affairs of Mississippi State University.

6. Section 2 of the Agreement is hereby amended by adding the following new subsections (g) and (h):

(g) MSUAA shall, and shall cause the University to, provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of MSUAA to MBNA America.

(h) MSUAA shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of MSUAA. MSUAA shall cause the University to permit MBNA America to advertise the Program on the University's athletic teams' internet sites. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. MSUAA shall, and shall cause the University to, shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request. MSUAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any such advertisement.

7. Schedule A of the Agreement is hereby amended by adding the following new Section D:

D. REWARD ENHANCEMENT

"Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is 11.99%.
3. The Reward Enhancement may be marketed under another name (e.g., MBNA Plus Rewards), as determined by MBNA America from time to time, in its sole discretion.

8. Schedule B of the Agreement is hereby amended by adding the following new Section F:

F. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section F notwithstanding any other provision of this Agreement.

1. \$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.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by 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.

3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

9. Schedule B of the Agreement is hereby amended by adding the following new Sections G and H:

G. ROYALTY ADVANCE

1. Upon full execution of this Addendum, and within forty-five (45) days of each of October 1 2004, October 1, 2005, and October 1, 2006, MBNA America shall pay to MSUAA the sum of Five Hundred Thousand Dollars (\$500,000) (each, an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. Within forty-five (45) days of each of October 1, 2007, and October 1, 2008, MBNA America shall pay to MSUAA the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. The Additional Advances and the Subsequent Advances are each a "Term Renewal Advance." All Royalties accrued shall, in lieu of direct payment to MSUAA, be applied against each of the Term Renewal Advances until such time as all Term Renewal Advances are fully recouped. Any Royalties accrued thereafter shall be paid to MSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any Term Renewal Advances to MSUAA hereunder, and (y) MSUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Term Renewal Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Term Renewal Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) of Section E of Schedule B above should occur.

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

F. ROYALTY GUARANTEE

MSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Term Renewal Advances) equal to or greater than Two Million Five Hundred Thousand Dollars (2,500,00) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement MSUAA has not accrued \$2,500,000 in Royalties, MBNA America will pay MSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by MSUAA during the term of this Agreement and the amount of any unrecouped Term Renewal Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.(i) through (vi) above.

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

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

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

MISSISSIPPI STATE UNIVERSITY  
ALUMNI ASSOCIATION

By: John V. Correro  
Name: John V. Correro  
Title: Executive Director  
Date: July 10, 2003

MBNA AMERICA BANK, N.A.

By: [Signature]  
Name: Hal Erskine  
Title: SEVP  
Date: 7/28/03

## ATTACHMENT #1

### PROMOTIONAL OPPORTUNITIES

In accordance with Section 2(g) of this Agreement, MSUAA shall, or shall cause the University, to provide the following to MBNA America at no additional cost:

- (a) Necessary access, during each year of this Agreement, for MBNA to conduct direct promotion campaigns for the Program at the following events:
  - (i) all home football games;
  - (ii) all home football game tailgate parties;
  - (iii) on campus a minimum of two (2) weeks per semester;
  - (iv) all home basketball games;
  - (v) all home baseball games;
  - (vi) all home gymnastic meets; and
  - (vii) other athletic events mutually agreed to by the parties.
- (b) When conducting direct promotion events, MBNA may have as many as six (6) direct promotion locations (each a "Location") within the facility holding the game or event. The Locations shall be at prominent locations and will be mutually agreed upon by MSUAA and MBNA America.
- (c) A minimum of twenty-five (25) passes to all MBNA America employees and agents that are conducting the direct promotion campaign. To the extent they are informed of the rules and regulations, MBNA America agrees that all MBNA America employees and agents will follow MSUAA's and the University's rules and regulations when conducting direct promotion campaigns on the University's property.
- (d) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (e) MBNA America shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event.
- (f) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and MSUAA and both parties agree to be reasonable.
- (g) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of October, 2009 (the "Addendum Effective Date") by and between Mississippi State University Alumni Association ("MSUAA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and Bank are parties to License Agreement dated as of July 1, 1999, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of MSUAA; and

WHEREAS, MSUAA and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, MSUAA 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, 2014. 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 by adding the following new definitions:

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

**"Business Credit Card Account"** means an open-end business credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

**"Emerging Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**"Emerging GIP Account"** means an Emerging Account opened pursuant to a GIP in which MSUAA elects to participate in accordance with and complies with the GIP provisions of this Agreement.

**"GIP Account"** means a Credit Card Account opened pursuant to a GIP in which MSUAA elects to participate in accordance with and complies with the GIP provisions of this Agreement.

**“Gold Option Account”** means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

**“Gold Reserve Account”** means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

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

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

**“Reward GIP Account”** means a Reward Credit Card Account opened pursuant to a GIP in which MSUAA elects to participate in accordance with and complies with the GIP provisions of the Agreement.

4. The Agreement is hereby amended by deleting Section 1(c) in its entirety and replacing it with the following new Section 1(c):

(c) **“Credit Card Account”** means a credit card account opened by a Member 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.

5. The Agreement is hereby amended by deleting Section 2(c) in its entirety and replacing it with the following new Section 2(c):

(c) MSUAA authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements, banking centers, telephone or any other means for participation in the Program.

6. The Agreement is hereby amended by deleting Sections 2(g) and 2(h) of the Agreement and Attachment #1 of that certain Addendum to the Agreement dated as of July 10, 2003 in their entireties and replacing them with the following new Sections 2(g) and 2(h):

(g) MSUAA shall, and shall use its best efforts to cause the University to, allow Bank to take advantage of marketing opportunities free of charge during each consecutive twelve month period during the term of this Agreement. The parties agree MSUAA’s failure to comply with the above is a material breach of the Agreement.

(h) MSUAA will permit Bank, at no cost to Bank, to advertise the Program on MSUAA’s home page and at other prominent locations within the internet site(s) of MSUAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to

such a hyperlink will entitle MSUAA to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. MSUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, MSUAA will provide Bank with the ability to access any and all pages within the MSUAA internet site(s), where such advertising is to be located including without limitation any "members only" or other "restricted access" pages containing such advertisements."

7. The Agreement is hereby amended by deleting Section 10(f) in its entirety and replacing it with the following new Section 10(f):

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

8. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 12(f)(2):

"(2) If to FIA:

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

9. The Agreement is hereby amended by adding the following new Section 12:

"12. GROUP INCENTIVE PROGRAM

- (a) Should MSUAA participate in any GIP allowed by this Agreement, MSUAA will design all advertising, solicitation and promotional material with regard to any GIP. MSUAA will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle MSUAA to the Royalty for GIP specified in Schedule B, 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 MSUAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members that do not contain or reference such coding will not be considered eligible for any GIP Royalty.

- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by MSUAA pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. MSUAA will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of MSUAA pursuant to any GIP will be promptly reimbursed by MSUAA upon demand.
- (e) MSUAA will make all reasonably requested changes to materials to obtain Bank's consent and MSUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP. This Section 12(e) shall survive termination of the Agreement."

10. Schedule B of the Agreement, Section 4 and Section II of Attachment #1 of the Business Card Addendum to the Agreement dated as of October 13, 1999, and Sections 8 and 9 of the Addendum to the Agreement dated as of July 10, 2003 are hereby deleted in their entireties and replaced with a new Schedule B, as set forth on Attachment #1, attached hereto and incorporated herein by reference.

11. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Addendum Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify MSUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after MSUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to MSUAA, upon ninety (90) days advance written notice.

12. 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.

13. 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 Addendum Effective Date, 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.

**MISSISSIPPI STATE UNIVERSITY  
ALUMNI ASSOCIATION**

By: 

Name: Jimmy W. Abraham

Title: Assoc. V.P & Exec. Director

Date: May 1, 2009

**FIA CARD SERVICES, N.A.**

By: 

Name: Stephen Doan

Title: Senior Vice President

Date: 5-13-09

ATTACHMENT #1  
SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay MSUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for MSUAA 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 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 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 Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each 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 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, cash advance and balance transfer 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. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Acquired 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. 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)).
6. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or

otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**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 within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**C. EMERGING ACCOUNTS**

Emerging Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$1.00 (one dollar) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$25.00 (twenty-five dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

D. 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 (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)).

E. 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 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 Gold Reserve 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 Gold Reserve 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. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Reserve Account remains open.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
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 Gold Option 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 Gold Option 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. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

G. DEPOSIT ACCOUNTS

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the MMDA Deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the CD Deposits accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

H. ROYALTY ADVANCES

1. Within 45 days of the Addendum Effective Date and upon each annual anniversary of the Addendum Effective Date in 2010, 2011, 2012, and 2013, Bank shall pay to MSUAA the sum of three hundred fifty thousand dollars (\$350,000) (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 MSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to MSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to MSUAA hereunder, and (y) MSUAA 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 (v) below should occur:

- (i) the Agreement is terminated prior to September 30, 2014;
- (ii) MSUAA breaches any of its obligations under the Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of the Agreement; and
- (v) Mississippi State University, and any office or department of, or affiliated with Mississippi State University, included but not limited to the athletic department, directly or indirectly, endorses, sponsors, markets, or permits the marketing of any card device that contains at any time a credit or charge feature to any of its members.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to MSUAA in prior years, and pays MSUAA Royalties accrued by MSUAA 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. MSUAA will place up to \$10,000 of each Advance into a trust to be utilized towards marketing the Program via mutually agreed upon channels, such as athletics or general University channels. MSUAA and Bank will cooperate to find mutually acceptable opportunities for the use of such funds.

4. MSUAA will provide necessary access to advertise the Program on the University athletics home page and other mutually agreed upon locations. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle MSUAA to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. MSUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, MSUAA will provide Bank with the ability to access any and all pages within the MSUAA internet site(s), where such advertising is to be located including without limitation any "members only" or other "restricted access" pages containing such advertisements. If during any given year(s) during the initial term of this Agreement, Bank is not permitted to advertise on the Athletics home page as described, Bank will reduce the Advance payment for such year (or the next year, in the event such year's payment has already been made) in the amount of \$25,000.

#### I. ROYALTY GUARANTEE

MSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to one million seven hundred fifty thousand dollars (\$1,750,000) (the "Guarantee Amount") by September 30, 2014, subject to the provisions set forth below. If on September 30, 2014, MSUAA has not accrued \$1,750,000 in Royalties, Bank will pay MSUAA an amount equal to the

Guarantee Amount minus the sum of all Royalties accrued by MSUAA during the initial term of this Agreement and all unrecouped 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 H.1., above. Each reduction in an Advance payment made pursuant to Section H.4 of this Schedule B shall automatically reduce the Guarantee Amount by the same amount. Further, all Advances, Royalties, or other payments made to MSUAA by Bank prior to the Addendum Effective Date shall be deemed fully earned, and MSUAA shall have no obligation to repay said amounts, whether under this Agreement or otherwise.

## ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of August, 2011 ( the "Addendum Effective Date") by and between Mississippi State University Alumni Association ("MSUAA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and Bank are parties to License Agreement dated as of July 1, 1999, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of MSUAA; and

WHEREAS, MSUAA and Bank mutually desire to modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSUAA 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. Notwithstanding anything else to the contrary in the Agreement, Bank partially waives its' right to exclusivity under Section 2(a) of the Agreement to specifically allow Bulldog Sports Properties, Inc., a MSUAA Affiliate ("Athletics"), to enter into an agreements with (i) Regions Bank whereby Regions Bank would use Mississippi State University and/or Athletics trademarks in conjunction with an endorsed deposits program, and Regions Bank would pay compensation to Athletics for this deposits program, and (ii) Bancorp South, whereby Bancorp South would use Mississippi State University and/or Athletics trademarks in conjunction with an endorsed deposits program, and Bancorp South would pay compensation to Athletics for this deposits program. Bank's waiver is conditioned on Athletics providing to Bank the items listed on Attachment #1, attached hereto, during the term of the Agreement, and pursuant to a separate agreement to be executed between Athletics and Bank.
3. Section 10(d) of the Agreement is hereby amended to read in its entirety as follows:

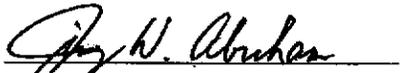
"(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by MSUAA or any MSUAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use MSUAA Trademarks in connection with existing Credit Card Accounts and Business Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove MSUAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. MSUAA shall not attempt to cause the removal of MSUAA Trademarks from any person's credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use MSUAA Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."
4. Sections E, F, and G of Schedule B of the Agreement, as set forth on Attachment #1 of that certain Term Extension Addendum to the Agreement dated as of October 1, 2009, are hereby deleted from the Agreement in their entireties.

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

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 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 Addendum Effective Date, 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.

**MISSISSIPPI STATE UNIVERSITY  
ALUMNI ASSOCIATION**

By:   
Name: JIMMY W. ABRAHAM  
Title: EXEC DIR, MSU ALUM ASSN.  
Date: 7/14/11

**FIA CARD SERVICES, N.A.**

By:   
Name: Steve Dean  
Title: SVP  
Date: 12-12-11

## ATTACHMENT #1

The following items will be provided by Bulldog Sports Properties, Inc. ("BSP") until June 30, 2014

### Radio

- Two (2) :30 second spots in all MSU Football Radio Network broadcasts
- Two (2) :30 second spots in each broadcast of men's and women's basketball games
- Two (2) :30 second spots in all MSU baseball games aired on the MSU Baseball Radio Network

### Television

- One (1) spot in 28 coaches TV shows

### Signage

- One (1) :15 logo slide promoting the MSU Alumni Association affinity card and accompanying PA read at each Mississippi State home football game
- One (1) :15 logo slide and accompanying PA read at all home men's and women's basketball games
- One (1) :15 logo slide and accompanying PA read at all home baseball games
- 2 minutes LED ribbon board at Davis Wade Stadium
- 2 minutes Dornier courtside signage at Humphrey Coliseum
- Four (4) video replays in all sports for MSUAA credit card

### Print

- Sponsorship of a direct mail piece to be included in 2011, 2012, and 2013 football season ticket mail outs and 2011, 2012, and 2013 basketball season ticket mail outs

### Internet

- Sponsorship of a web banner and promotion on the MSU Athletics home page from January 2011 - June 2014

### Tickets

- Two (2) football season tickets per annum
- Two (2) men's basketball season tickets per annum
- Equivalent number of postseason tickets as available