

AGREEMENT

This Agreement is entered into between **MBNA AMERICA BANK, N.A.**, a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and National Society of Black Engineers, a Virginia corporation having its principal place of business in Alexandria, Virginia (hereinafter referred to as "NSBE") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A
- (b) "Anniversary Date" means April ¹⁴ 21, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later. *CM*
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" means credit card programs, revolving loan programs and general bank card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably elected membership characteristics.
- (f) "Member" means members of NSBE plus other participants mutually agreed to by NSBE and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (H) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by NSBE during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate NSBE with Royalties generated thereby, and NSBE agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF NSBE

- (a) NSBE agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. NSBE will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. NSBE further agrees that during the term of this Agreement, no NSBE publication shall carry advertisements for any other Financial Services.
- (b) NSBE authorizes MBNA America to solicit its Members by mail, advertisements, and/or telephone for participation in the Program.

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

(d) NSBE shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by NSBE.

(e) NSBE shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to NSBE.

(f) NSBE warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. NSBE hereby grants MBNA America a limited, non-exclusive license to use its Trademark 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 NSBE during the term of this Agreement. Nothing stated in this Agreement prohibits NSBE from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.

(g) NSBE shall provide MBNA America with a subscription without charge to any and all NSBE publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of NSBE.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of NSBE. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by NSBE.

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

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to NSBE all Royalties set forth in Schedule A, attached and incorporated herein. NSBE shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

NSBE and MBNA America each will indemnify and hold harmless the other party, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by NSBE or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform NSBE prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and NSBE expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and NSBE shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provision of this Section 8.

9. TERM OF AGREEMENT

- (a) The initial term of this Agreement will be for a five (5) year period beginning April 21, 1994 until April 14, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this agreement by providing written notice to the other party, as provided herein.
- (b) Schedule A is accurate as of April 21, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.
- (c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by NSBE to the Members. Upon termination or expiration of this Agreement, NSBE shall not take action with MBNA America or any other person to cause the removal of NSBE's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach or default of this Agreement by MBNA America or NSBE, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or NSBE 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 this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, and 9(c) shall survive any termination or expiration of this Agreement.

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

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

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

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

(i) If to NSBE:

NATIONAL SOCIETY OF BLACK ENGINEERS
1454 Duke Street
Alexandria, Virginia 22314

ATTENTION: Mr. Charles Walker
Executive Director

(ii) If to MBNA America:

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

ATTENTION: Mr. Terrance R. Flynn,
Sr. Executive Vice President

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

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

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

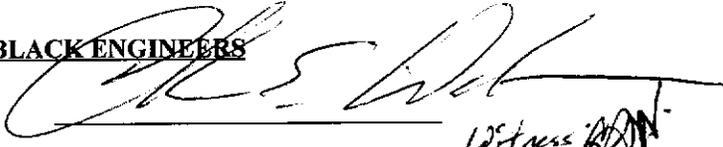
(h) It is agreed and understood that MBNA America and NSBE are not agents, representatives or employees of each other.

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

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

NATIONAL SOCIETY OF BLACK ENGINEERS

Dated this 21st day
of April, 1994

By: 

Title: Executive Director

Witness: 

MBNA AMERICA BANK, N.A.

Dated this 21st day
of April, 1994

By: 

Title: ED

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

- o There is NO Annual Fee.
- o The current Annual Percentage Rate for Members of NSBE will be a fixed rate of 15.9%, or a variable rate of prime plus 7.9%, which is currently 13.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- o The current Annual Percentage Rate for Students is 16.9%.

B. GOLD RESERVE ACCOUNTS

- o There is NO Annual Fee for the first six (6) months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00
- o The current Annual Percentage Rate is 15.9%

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay NSBE a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by a Member of NSBE, which remains open for at least ninety (90) days.
- o \$1.00 for each year a Credit Card Account is renewed.
- o \$0.20 per retail purchase transaction made by a Member of NSBE (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- o \$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.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year 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.
- o \$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.

**ADDENDUM TO THE
NATIONAL SOCIETY OF BLACK ENGINEERS AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 5th day of Sept, 2001, by and between National Society of Black Engineers ("NSBE"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, NSBE and MBNA America are parties to an affinity agreement dated April 21, 1994, as the same may have been amended (the "Agreement"); and

WHEREAS, NSBE and MBNA America mutually desire to extend the term of the Agreement and modify the Royalty Arrangement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, NSBE 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 April 30, 2006. 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. Effective, April 1, 2001, Schedule A of the Agreement is amended by deleting Section II.A. and replacing it with the following:
 - A. CONSUMER CREDIT CARD ACCOUNTS
 1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
 2. \$1.00 (one dollar) for each consumer 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 consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
 3. 0.30% (thirty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

4. In addition to NSBE's obligations under the Agreement to exclusively endorse the Program, NSBE agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

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. 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.

NATIONAL SOCIETY OF BLACK ENGINEERS

MBNA AMERICA BANK, N.A.

By: Anisha N. Zimmerman

By: Elizabeth Hershner Ross

Name: Anisha N. Zimmerman

Name: Elizabeth Hershner Ross

Title: Deputy Executive Director

Title: SEUD

Date: 9/7/01

Date: 10/1/01

FIA CARD SERVICES™

FIA Card Services, GA9-080-02-02
210 Town Park Drive
P.O. Box 4899
Kennesaw, Georgia 30144

800.446.7048
Fax: 678.797.7575

Via Overnight Delivery

November 4, 2011

Mr. Charles Walker
Executive Director
National Society of Black Engineers
1454 Duke Street
Alexandria, Virginia 22314

Dear Mr. Walker:

I am writing to inform you that following a comprehensive review of the National Society of Black Engineers credit card program, FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("FIA") has decided not to renew our Agreement last dated April 21, 1994, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 12(f) of the Agreement and Section 2 of the Addendum entered into as of September 5, 2001.

The Agreement's expiration date is April 30, 2012.

We have appreciated your endorsement.

Sincerely,



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

cc: Njemile Crawley
National Society of Black Engineers
205 Daingerfield Road
Alexandria, Virginia 22314