

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 12th day of September, 1994 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and TEXAS CHRISTIAN UNIVERSITY, an educational institution having its principal place of business in Fort Worth, Texas ("TCU").

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

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs and other related financial service programs.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of TCU and/or other potential participants mutually agreed to by TCU 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 logo, service mark, trade dress, trade name, or trademark used or acquired by TCU during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF TCU

(a) TCU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Services Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no TCU publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

(b) TCU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

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

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

(e) Upon the request of MBNA America, TCU shall provide MBNA America with Mailing Lists free of any charge. Such Mailing Lists shall contain at least forty thousand (40,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) TCU 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 TCU.

(g) TCU 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 permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits TCU 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.

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

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of TCU.
- (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 TCU.
- (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 TCU. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by TCU.

4. REPRESENTATIONS AND WARRANTIES

- (a) TCU and MBNA America each represent and warrant 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) TCU 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.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to TCU. 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.

6. CROSS INDEMNIFICATION

TCU and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by TCU or MBNA America, respectively as the case may be, or its directors, officers or employees. TCU will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses 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 that may reasonably result in the indemnification by the other party.

7. 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. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

8. 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 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 TCU shall be permitted to disclose such terms (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.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on March __, 1998. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. 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 law principles) 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 of this Agreement by MBNA America or TCU, 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 TCU 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 11(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 communicated by TCU to the Members. Upon termination of this Agreement, TCU shall not attempt to cause the removal of TCU'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.

12. 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 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed received (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:

(i) If to TCU:

TEXAS CHRISTIAN UNIVERSITY
P. O. Box 32921
Fort Worth, Texas 76129

ATTENTION: Ms. Sarah Kight

(ii) If to MBNA America:

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

ATTENTION: Mr. Terrance R. Flynn
Senior Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If TCU is providing MBNA America with notice pursuant to Section 9 herein, TCU 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 herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, TCU may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the

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

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

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

(j) TCU recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, TCU agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that TCU does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

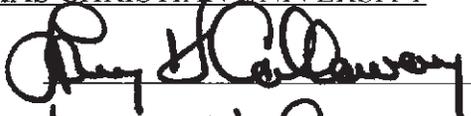
(k) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance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

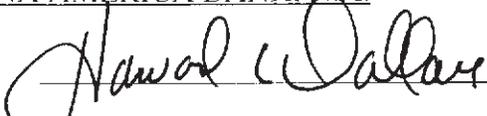
(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TEXAS CHRISTIAN UNIVERSITY

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Larry H. Conway

Name: _____

Title: Contract Manager

Title: EUP

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate will be a fixed rate of 17.9%, or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$7.50.
3. Thereafter the annual fee, when applied, is \$15.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (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 15.9%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay TCU 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 dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such royalty last accrued.
3. 0.50% (fifty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

C. 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 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.

FROM :

TO :

817 921 7676

1995-23

09:12

#399 P.02/02



AKA

MBNA Marketing Systems, Inc.

Central Region

16001 North Dallas Parkway

Dallas, Texas 75248-3399

(800) 435-9672 May 23, 1995

Mrs. Sarah Kight
Assistant Alumni Director
Texas Christian University Alumni Association
P.O. Box 32921
Fort Worth, Texas 76129

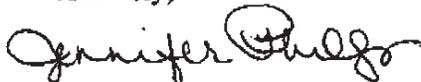
Dear Sarah:

As you are aware, we have recently agreed to enhance the credit card benefit for your Student members by modifying the Program to eliminate the annual fee. We need to update the royalty provision of the Agreement to provide for this important change. The dollar amount per account has not been changed. This new calculation will be effective for all of your accounts as of April 1, 1995 and is implemented by replacing the current renewal compensation language with the following:

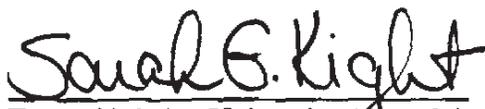
If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America) then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

In order to offer this enhancement, we need you to countersign and return this letter, keeping a copy for your records. If you would like to discuss this or any other aspect of your program, please do not hesitate to call.

Sincerely,


Jennifer M. Phillips
Account Executive




Texas Christian University Alumni Association

**PLUS MILES ADDENDUM
TO THE TEXAS CHRISTIAN UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this _____ day of January, 1997 by and between Texas Christian University ("TCU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TCU and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, 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 TCU; and

WHEREAS, TCU and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of TCU's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, TCU 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 parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by TCU under the Agreement.
3. TCU agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of TCU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.
4. During the term of the Agreement, TCU will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, TCU shall not take action to cause the removal of TCU's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, TCU hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. TCU represents and warrants that TCU 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 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.

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 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.

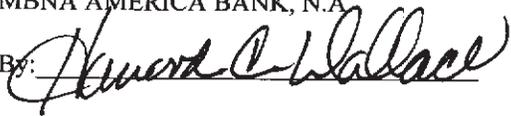
TEXAS CHRISTIAN UNIVERSITY

By: 

Name: LARRY H. CANOWAY

Title: CONTROLLER

MBNA AMERICA BANK, N.A.

By: 

Name: _____

Title: _____

Attachment #1

I. Plus Miles Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Plus Miles Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay TCU a Royalty calculated as follows, for those Plus Miles Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
- B. \$17.00 (seventeen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

**ADDENDUM TO THE TEXAS CHRISTIAN UNIVERSITY AMENDED
AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 30th day of April, 1997 by and between Texas Christian University ("TCU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TCU and MBNA America are parties to an Amended and Restated Affinity Agreement dated September 12, 1994, as the same has 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 TCU; and

WHEREAS, TCU and MBNA America mutually desire amend the Agreement pursuant to this Addendum to extend the term of the Agreement and provide for certain sponsorship terms;

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

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

2. Section 9 of the Agreement is hereby modified to read:

"The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on April 1, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein."

3. Section 3 of the Agreement is modified by adding the following as a new subsection (f):

"(f) MBNA America agrees to sponsor certain Alumni receptions Alumni events during the term of this Agreement. Each year, during the term of this Agreement, from the date this Addendum is executed forward, MBNA America agrees to pay TCU the following sponsorship dollars ("Sponsorship Payments") to be used exclusively by TCU in support of the reception and or event noted herein, as applicable: two thousand five hundred dollars (\$2,500.00) for New Alumni Spring Reception; two thousand five hundred dollars (\$2,500.00) for the New Alumni Holiday ; and two thousand five hundred dollars (\$2,500.00) for specific events mutually agreed upon (by way of illustration, not limitation, frog day and football receptions). Each year during the term of this Agreement, subject to the conditions stated herein, MBNA America shall pay to TCU: \$2,500.00 by the end of May; \$2,500.00 by the end of October; and \$2,500.00 by the end of December. The Sponsorship Payments are contingent upon: the Agreement being in effect each year until the end of the initial term as amended by this Addendum; and TCU not breaching any of its obligations under the Agreement.

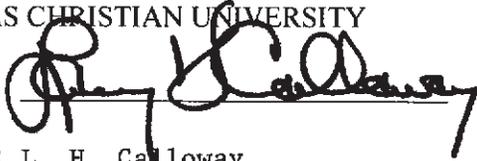
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything

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.

TEXAS CHRISTIAN UNIVERSITY

By:



Name: L. H. Calloway

Title: Controller

MBNA AMERICA BANK, N.A.

By:



Name: John C. Richmond

Title: SR. Executive Vice President

FEB 27 2001

**ADDENDUM TO THE TEXAS CHRISTIAN UNIVERSITY
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 15 day of February, 2001, by and between Texas Christian University ("TCU") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TCU and MBNA America are parties to an affinity agreement dated September 12, 1994, as the same was amended by addendum dated January 1997, and addendum dated April 30, 1997 (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 TCU;

WHEREAS, TCU and MBNA America mutually desire to extend the term of the Agreement; and

WHEREAS, TCU and MBNA America mutually desire to amend the Agreement to include MBNA America's Money Market Deposit Account and Certificate of Deposit Account Program, as such program may be amended from time to time (the "Deposit Program"): (i) as a financial service provided by MBNA America; and (ii) as another part of the Program;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The current term of the Agreement is hereby extended to end on March 31, 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. The Agreement is hereby amended by deleting Section 1(e) in its entirety and replacing this with the following:
 - (e) "Mailing List" means an updated and current Season Ticket Holder List and an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members (other than season ticket holders) segmented by zip codes or reasonably selected membership characteristics.
4. The Agreement is hereby amended by deleting Section 1(f) in its entirety and replacing this with the following:
 - (f) "Member" means a student of TCU, alumni of TCU, TCU's season ticket holders to any athletic team season; donors and contributors to TCU; employees of TCU, and other potential participants mutually agreed to by TCU and MBNA America.
5. Section 1 of the Agreement is hereby amended by adding the following new subsection (j):
 - (j) "Season Ticket Holder List" is a list of season ticket holders as maintained by the TCU Alumni Association.

6. The Agreement is hereby amended by deleting Section 2(e) in its entirety and replacing this with the following:

(e) Upon the request of MBNA America, TCU shall provide MBNA America with the Mailing List free of any charge; provided, however, that TCU shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that TCU not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by TCU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due TCU. In addition to a Mailing List containing the non-duplicate names of students and alumni who are at least eighteen years of age with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, TCU shall also provide a separate Mailing List, containing at least Three Hundred Fifty (350) non-duplicate names of employees who are at least eighteen years of age with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses twice per year in the Fall and Spring and a separate Mailing List, containing at least Ten Thousand (10,000) non-duplicate names of non-alumni donors and contributors to TCU who are at least eighteen years of age with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses at least once per year.

7. The Agreement is hereby amended by deleting Section 3(f) in its entirety.

8. Section 6 of the Agreement is hereby amended by adding the following immediately before the last sentence:

TCU 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 provide the Mailing List(s) and the Season Ticket Holder List(s) to MBNA America for the promotion of the Program and that that there is no entity or organization (including any organization associated with University athletics) that has access to the Mailing List or the Season Ticket Holder List in connection with any Financial Services. TCU 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 (including attorneys' fees), arising from the use of any Mailing List(s) or Season Ticket Holder List by MBNA America for the promotion of the Program.

9. The parties agree that the Deposit Program is now a part of the Program (as such Deposit Program 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 the Deposit Program to some or all of the persons included on the lists provided by TCU under the Agreement.

10. TCU agrees to (i) exclusively endorse the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program similar to the Deposit Program. Subject to the foregoing, all of TCU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program.

11. Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by TCU to any person or entity to purchase MBNA America's services under the Deposit Program.

12. During the term of the Agreement, TCU will receive the royalties set forth below for accounts opened pursuant to the Deposit Program:

- (i) 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 money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- (ii) 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 certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

13. The Deposit Program compensation set forth in Section 10 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposit Program accounts.

14. Throughout the term of the Agreement, MBNA America will provide the Customers with customer service consistent with MBNA America's customer satisfaction standards which shall comply with all applicable federal and Delaware law. The areas that are currently measured by MBNA America to ensure customer satisfaction are set forth in Exhibit #1.

15. Upon termination or expiration of the Agreement, or any aspect of the Program, TCU shall not take action to cause the removal of TCU's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the deposit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's deposit 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, TCU hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. TCU represents and warrants that TCU has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

16. In addition to TCU's obligations under the Agreement to exclusively endorse the Program, TCU 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.

17. Effective Feb. 15, 2001, the Agreement is amended by adding the following new Section D to Schedule B:

D. BONUS ROYALTY PAYMENT

Provided that MBNA America opened at least 200 new Credit Card Accounts, during the preceding calendar year and such Credit Card Accounts remained opened for at least ninety (90) consecutive days then within forty five (45) days of: (1) January 1, 2001; and (2) each January 1st thereafter up through January 1, 2005 during the term of this Agreement, MBNA America shall pay to TCU the sum of Fifteen Thousand Dollars (\$15,000) (each, a "Bonus Royalty Payment"). Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Bonus Royalty Payment to TCU hereunder in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term
- (ii) TCU breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) 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 four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major alumni events, mutually agreed to by TCU and MBNA America during each consecutive twelve month period during the term of the Agreement.

18. 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.

19. 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.

TEXAS CHRISTIAN UNIVERSITY

MBNA AMERICA BANK, N.A.

By: *Roby V. Key*

By: *Michael Darnell*

Name: *Roby V. KEY*

Name: *Michael Darnell*

Title: *Associate Vice Chancellor*

Title: *SEVP*

Date: *Feb. 15, 2001*

Date: *Feb 15 2001*

**EXTENSION AND GUARANTY ADDENDUM
TO THE TEXAS CHRISTIAN UNIVERSITY
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 15 day of March, 2006, by and between Texas Christian University ("TCU") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TCU and MBNA America are parties to an affinity agreement dated September 12, 1994, as the same was amended by addendum dated January 1997, and addendum dated April 30, 1997, and Addendum dated February 15, 2001 (collectively, the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of TCU;

WHEREAS, TCU and MBNA America mutually desire to extend the term of the Agreement; and

WHEREAS, TCU and MBNA America mutually desire to amend the Agreement provide Royalty Advances and a Royalty Guarantee;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The current term of the Agreement is hereby extended to end on March 31, 2011. The "Extension Period" is the 5-year time period from April 1, 2006 to March 31 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by adding the following new Section (E) to Schedule B, "Royalty Arrangement":

E. ROYALTY ADVANCES.

1. On April 1, 2006 and on each annual anniversary thereafter during the Extension Period, MBNA America shall pay to TCU the sum of One Hundred Eighty-five Thousand dollars (\$185,000.00) (each such payment, 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 TCU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to TCU as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to TCU hereunder, and (y) TCU 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 (v) below should occur:

- (i) the Agreement is terminated prior to the end of the Extension Period;
- (ii) TCU breaches any of its obligations under this Agreement;

- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the Extension Period;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the Extension Period; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major alumni events during each consecutive twelve month period during the Extension Period.

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

4. The Agreement is hereby amended by adding the following new Section (F) to Schedule B, "Royalty Arrangement":

F. ROYALTY GUARANTEE.

TCU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Nine Hundred Twenty-five Thousand dollars (\$925,000.00) (the "Guarantee Amount") by the end of the Extension Term, subject to the provisions set forth below. If on the last day of the Extension Term, TCU has not accrued the Guarantee Amount in Royalties, MBNA America will pay TCU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by TCU during the initial term of this Agreement and all unrecouped 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 Section E, paragraphs 1(i)-(v) above.

5. The Agreement is hereby amended by deleting Section D ("Bonus Royalty Payment") of Schedule B in its entirety.

6. The royalties paid by MBNA America for accounts opened pursuant to the Deposit Program shall be understood to be Royalties included in Schedule B, "Royalty Arrangement."

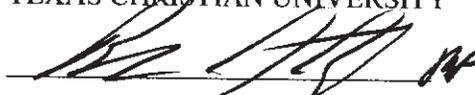
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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.

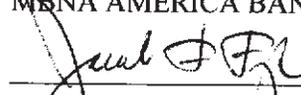
TEXAS CHRISTIAN UNIVERSITY

MBNA AMERICA BANK, N.A.

By:



By:



Name:

Brian G. Galtierrez

Name:

Jake Fregg

Title:

Vice Chancellor for Finance & Admin.

Title:

EVP

Date:

March 15, 2006

Date:

5/2/06

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this _____ day of _____, 2010 by and between Texas Christian University ("TCU"), and FIA Card Services, N.A. (formerly known as MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, TCU and Bank are parties to an Amended and Restated Affinity Agreement dated as of September 12, 1994, 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 TCU; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, TCU 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 following definition is hereby added to Section 1 of the Agreement as follows:

"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.

3. Section 1(b) of the Agreement, as amended by the Addendum dated February 15, 2001, is hereby deleted in its entirety and replaced with the following new Section 1(b):

(b) **"Credit Card Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application.

4. Section 1(f) of the Agreement, as amended by Section 4 of that certain Addendum to the Agreement dated February 15, 2001 (the "2001 Addendum"), is hereby amended by deleting "a student of TCU" from the definition.

5. Section 2(a) is hereby amended by adding the words "or students of TCU" after the word "Member" included in the third line from the bottom of the paragraph.

6. Section 2(e) of the Agreement, as amended by Section 6 of the 2001 Addendum is hereby amended by deleting "students and" from the third sentence of the paragraph.

7. The following sentence is hereby added to Section 5 of the Agreement:

"Notwithstanding anything contained in the Agreement (including Schedule B) to the contrary, Bank shall not pay Royalties on any Student Credit Card Account."

8. 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 TCU in writing of Bank's desire to renegotiate

the terms of the Agreement to address the Event. If, within thirty (30) business days after TCU'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 TCU, upon ninety (90) days advance written notice.

9. 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 TCU 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 TCU'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 TCU, upon ninety (90) days advance written notice.

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. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

TEXAS CHRISTIAN UNIVERSITY

FIA CARD SERVICES, N.A.

By:



By:



Name: Brian G. Gutierrez

Name:

Stephen Dean

Title: Vice Chancellor for Finance and Administration

Title:

SVP

Date:

1/29/10

Date:

3-1-10

WAIVER AND ADDENDUM TO THE AGREEMENT

THIS WAIVER and ADDENDUM (the "Addendum") is entered into as of this 1st day of April, 2010 (the "Addendum Effective Date") by and between Texas Christian University ("TCU"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, TCU and Bank, are parties to an Amended and Restated Affinity Agreement dated September 12, 1994, 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 TCU; and

WHEREAS, TCU and Bank mutually desire to modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, TCU 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. TCU permanently and irrevocably waives its right to receive that certain Advance payment equal to \$185,000 payable to TCU on April 1, 2010 pursuant to Schedule B, Section E of the Agreement. Additionally, the parties hereby agree to reduce the Guarantee Amount set forth in Schedule B, Section F of the Agreement from \$925,000 to \$740,000. In consideration of TCU's waiver, Bank agrees not to conduct any new account direct mail marketing campaigns to the Mailing List between the Addendum Effective Date and March 31, 2011.
3. Section 11(c) and the last sentence in Section 11(d) of the Agreement are hereby deleted in their entireties and replaced with the following:

Notwithstanding anything contained in the Agreement to the contrary, upon expiration or earlier termination of the Agreement, one of the following scenarios shall apply to such expiration or earlier termination:

- (i) If Bank has fully recouped all Advances paid to TCU pursuant to Schedule B, Section E of the Agreement as of the expiration or termination date, then as of such date, Bank shall cease to use the Trademarks used pursuant to the license granted under this Agreement and shall not claim any further right, title, or interest in or to such Trademarks. However, Bank may conclude all solicitation that is required by law. In addition, Bank will have up to ninety (90) calendar days from the expiration or termination date to: (x) suspend marketing and remove marketing materials from Bank's marketing channels; (y) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (z) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers (collectively, "Program Collateral"). TCU shall not attempt to cause the removal of Trademarks from any person's credit devices, promotional checks or records of any Customer existing as of ninety (90) days following the expiration or termination date of this Agreement, and Bank shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion; or
- (ii) If Bank has not fully recouped all Advances paid to TCU pursuant to Schedule B, Section E of the Agreement, then notwithstanding anything contained in the Agreement to the contrary (including without limitation any conflicting provision contained in Schedule B as amended by this Addendum), Bank may continue to use the Trademarks used pursuant to the license granted under the Agreement, on a non-exclusive basis, in connection with: (a) Credit Card Accounts of

Customers existing as of the expiration or termination date, and (b) Credit Card Accounts opened within ninety (90) days after the expiration or termination date. Bank shall continue to apply Royalties earned on Credit Card Accounts that continue to bear a Trademark on the credit card plastic for such accounts against the unrecouped portion of the Advances paid to TCU under the Agreement until such time that Bank has fully recouped such Advances (the "Post Termination Period"). Bank shall suspend marketing for the Program and remove marketing materials bearing Trademarks from Bank's marketing channels within ninety (90) calendar days following the commencement of the Post Termination Period; provided, however, that Bank may conclude all solicitation that is required by law. The right to use the Trademarks during the Post Termination Period includes, among other things, the right to reissue credit card plastics or other credit devices bearing the Trademarks in accordance with Bank's then-current standard reissue criteria, and to utilize such Trademarks on Program Collateral. Upon expiration of the Post Termination Period, Bank shall cease to use the Trademarks and shall not claim any further right, title, or interest in or to such Trademarks. However, TCU will allow Bank to continue to use the Trademarks on, and will not attempt to cause the removal of the licensed Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration of the Post Termination Period until their normally scheduled reissue date or exhaustion.

4. 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.

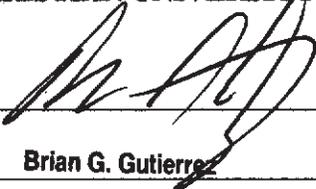
5. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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.

TEXAS CHRISTIAN UNIVERSITY

FIA CARD SERVICES, N.A.

By:


Name: Brian G. Gutierrez

DSW
AK

By:


Name: Stephen Doan

Title:

Vice Chancellor for Finance & Administration

Title:

S. J. P.

Date:

7/20/10

Date:

8/3/10