

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 TEXAS SOCIETY OF PROFESSIONAL ENGINEERS, a Texas corporation having its principal place of business in Austin, Texas (hereinafter referred to as "TSPE") for themselves, their successors and assigns.

WHEREAS, the parties entered into an Agreement dated October 25, 1988; as so amended by an Addenda dated March 11, 1990 (the "Original Agreement"); and

WHEREAS, MBNA America is responsible for the administration of the credit card and related financial service programs; and

WHEREAS, TNFS LIMITED PARTNERSHIP ("TNFS"), the sole successor in interest to TRANS NATIONAL FINANCIAL SERVICES, INC., has assigned all of its rights under the Original Agreement to MBNA America and is therefore, no longer a party to the Original Agreement.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means December 31, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" means credit card programs, revolving loan programs, general bank card services and travel and entertainment card services, and deposit services. The services made available to TSPE Members by the Texins Credit Union shall not be in violation of this Agreement. The services include, but shall not be limited to auto loans, personal loans, travelers checks, credit cards, mortgages and savings accounts. The services offered by Texins Credit Union shall not carry the TSPE Trademarks.
- (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 selected membership characteristics.
- (f) "Member" means members of TSPE plus other participants mutually agreed to by TSPE 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, tradedress, tradename, or trademark presently used or acquired by TSPE 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 TSPE with Royalties generated thereby, and TSPE 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 TSPE

- (a) TSPE 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. TSPE 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. TSPE further agrees that during the term of this Agreement, no TSPE publication shall carry advertisements for any other Financial Services.
- (b) TSPE authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) TSPE shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either TSPE's Trademark or the endorsement of TSPE, which shall not be unreasonably withheld or delayed.
- (d) TSPE 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 TSPE.
- (e) TSPE 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 TSPE.
- (f) TSPE warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. TSPE hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by TSPE during the term of this Agreement. Nothing stated in this Agreement prohibits TSPE 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) TSPE shall provide MBNA America with a subscription without charge to any and all TSPE 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 TSPE.

(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 TSPE. 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 TSPE.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to TSPE all Royalties set forth in Schedule A and B, attached and incorporated herein. TSPE 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

TSPE 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 TSPE 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 TSPE 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 TSPE 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 TSPE 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 provisions of this Section 8.

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning Dec. 14, 1994 until December 31, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least 90 (but not more than 180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) 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 TSPE to the Members. Upon termination or expiration of this Agreement, TSPE shall not take action with MBNA America or any other person to cause the removal of TSPE'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 TSPE, 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 TSPE 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 (b) 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 (b) 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 TSPE:

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS
3501 Manor Road
Austin, Texas ~~78768~~ 78723

ATTENTION: Mr. Gerhardt Schulle, Jr.
Executive Director

- (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 of such change of address.

- (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.
- (h) It is agreed and understood that MBNA America and TSPE 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 TSPE 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.

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS

Dated this 12/14 day of December, 1994

By: Richard Schuller
Title: Executive Director

MBNA AMERICA BANK N.A.

Dated this 12/14 day of December, 1994

By: [Signature]
Title: Executive Vice President

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:

- * There is NO Annual Fee.
- * The current Annual Percentage Rate for Members will be a fixed rate of 16.9%.
- * The current Annual Percentage Rate for Students will be a fixed rate of 17.9%.

B. GOLD RESERVE ACCOUNTS

- * There is NO Annual Fee for the first six (6) months for the Members.
- * The Annual Fee for the second six (6) months, when applied, is \$10.00.
- * Thereafter the Annual Fee, when applied, is \$20.00.
- * The current Annual Percentage Rate is 16.9%.

C. GOLD OPTION ACCOUNTS

- * There is NO Annual Fee for the Members.
- * The current Annual Percentage Rate is 13.9%.

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 TEXAS SOCIETY OF PROFESSIONAL ENGINEERS a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Customer of TSPE, which remains open for at least ninety (90) days.
- * \$3.00 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 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.

* \$0.15 per retail purchase transaction made by a Customer (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

* \$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.

* 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.

* \$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.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

* \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.

* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.

* \$2.00 for each Gold Option account renewed, for each year that such account is renewed, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

SCHEDULE B

DEPOSIT SERVICES

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- * Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- * Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- * Customers may write up to three (3) checks per statement cycle.
- * Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

- * The interest rate for the stated term of the CD is guaranteed to stay the same.
- * Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- * There will be penalties assessed for early withdrawal according to the terms of the CD.
- * Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT

- * All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- * Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.
- * A minimum deposit of at least \$2,500 is required to establish each account.
- * MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America

IV. ROYALTIES

- * Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of TSPE Members obtained by MBNA America pursuant to the Program.

* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of TSPE Members obtained by MBNA America pursuant to the Program.

* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

Dear Texas Society of Professional Engineers (TSPE):

This letter is to serve as the license for the use of any and all tradenames, servicemarks, logos tradadress and trademarks used or acquired by TSPE ("Trademarks") which shall be used by MBNA America for the purposes of a business card. This license is entered into this 11th day of January, 1994⁵ (the "Effective Date"). The following specifies the terms of the license:

TSPE shall have the right of prior approval of the use of TSPE's Trademark by MBNA America. TSPE hereby grants MBNA America and its affiliates a limited license to use the Trademarks solely in connection with BusinessCard Program. This license shall be transferred upon assignment of this letter. This license shall remain in effect as long as any business card remains open and active, and shall apply notwithstanding the transfer of such Trademarks by operation of law or other wise to any permitted successor, corporation, organization or individual. Nothing stated in this letter prohibits TSPE from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product. Subject to TSPE and MBNA America establishing a BusinessCard account relationship, any BusinessCard cards that may be issued directly to TSPE for its business use by TSPE's employees will be priced as follows:

- ** No Annual Fee for the first five cards.
- ** \$25.00 per card for all additional cards.
- ** The Annual Percentage rate is 17.9%.

MBNA America reserves the right to make periodic adjustments to the BusinessCard Program and its terms and features. MBNA shall implement such adjustments in accordance with Delaware and applicable federal law.

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

Texas Society of Professional Engineers
By: *Gerhardt Schulle, Jr.*
Name: Gerhardt Schulle, Jr.
Title: Executive Director

MBNA America, N.A.
By: *Frank Berger*
Name: Frank Berger
Title: Vice-President

JAN 26 1995

BUSINESSCARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 19th day of March, 2002, by and between TEXAS SOCIETY OF PROFESSIONAL ENGINEERS ("TSPE") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TSPE 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 TSPE; and

WHEREAS, TSPE 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 TSPE'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, TSPE 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. TSPE 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 TSPE in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, TSPE 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, TSPE shall not take action to cause the removal of TSPE'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, TSPE hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. TSPE represents and warrants that TSPE 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. 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.

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 SOCIETY OF PROFESSIONAL
ENGINEERS

MBNA AMERICA BANK, N.A.

By: Trish Smith

By: EMBLEE

Name: TRISH SMITH

Name: EMBLEE

Title: Deputy Exec Director

Title: Sr Exec VP

Date: March 19, 2002

Date: 3/26/02

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Platinum Plus for Business*) opened by a TSPE 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. The current annual fee for each business card issued to an individual or business entity (other than TSPE) pursuant to the BusinessCard program ("Customer"):

Platinum Plus for Business: \$0.00 per card.

- B. The current Annual Percentage Rate for *Platinum Plus for Business*, is a fixed rate of 12.99%.

II. COMPENSATION FOR PLATINUM PLUS FOR BUSINESS ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts. Compensation shall be calculated as set forth below:

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.

FIA CARD SERVICES™

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

Tel: 800.441.7048

Via Overnight Delivery

August 2, 2011

Mr. Gerhardt Schulle, Jr.
Executive Director
Texas Society of Professional Engineers
3501 Manor Road
Austin, Texas 78723

Dear Mr. Schulle, Jr.:

I am writing to inform you that following a comprehensive review of the Texas Society of Professional Engineers credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement last dated December 14, 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 Sections 9(a) and 12(f) of the Agreement.

The Agreement's expiration date is December 31, 2011.

We have appreciated your endorsement.

Sincerely,



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

cc: Trish Smith
Executive Director
Texas Society of Professional Engineers
1001 Congress
Suite 260
Austin, TX 78701