

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 AMERICAN COLLEGE OF SPORTS MEDICINE, having its principal place of business in Indianapolis, Indiana (hereinafter referred to as "ACSM") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (herein referred to as "TNGS") for themselves, their successors and assigns. There are no other parties or intended beneficiaries to this Agreement.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A.
- (b) "Credit Card Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services and travel and entertainment card services.
- (c) "Anniversary Date" means January 31, 1994.
- (d) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (e) "Program" means the MBNA America MemberCard Program.
- (f) "Trademark" means any logo or trademark presently used or acquired by ACSM during the term of this Agreement.
- (g) "Member" means membership plus other participants designated by ACSM.

2. RIGHTS AND RESPONSIBILITIES OF ACSM

- (a) ACSM agrees that during the term of this Agreement and any extensions, it does and will continue to endorse the Program exclusively and will not sponsor, advertise or develop any Credit Card Services of any organization other than MBNA America. ACSM will not license its Trademark, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Credit Card Services. ACSM further agrees that during the term of this Agreement, no ACSM publication shall carry advertisements for any other Credit Card Service.
- (b) ACSM authorizes MBNA America and TNGS to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) ACSM shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America and/or TNGS; approval shall not be unreasonably withheld. ACSM shall promptly review such materials and notify MBNA America and/or TNGS of its review.
- (d) Upon request, ACSM shall provide MBNA America and TNGS 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 ACSM.

(e) ACSM 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 advertising and solicitation materials provided by MBNA America and/or TNGS to ACSM.

(f) ACSM grants MBNA America and TNGS a limited, non-exclusive license to use the Trademark solely in conjunction with the Program, including the promotion, thereof. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademark of any successor corporation or organization as well as any Trademark used or acquired during the term of this Agreement.

Nothing stated in this Agreement prohibits ACSM from granting to other services a license to use the Trademark in conjunction with the providing of any other service or product, except for any Credit Card Services.

No Trademark shall be assigned or transferred without prior written authorization of ACSM.

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

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA AND TNGS

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

(b) MBNA America and/or TNGS 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 mailed by TNGS.

(c) MBNA America and/or TNGS 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 credit card accounts independent of any other party to this Agreement and shall implement the Program.

(e) MBNA America and TNGS shall use the Mailing Lists consistent with this Agreement and shall not permit any other party to use the Mailing List for any other purpose. MBNA America shall have the right to designate persons on the Mailing List to whom promotional material may not be sent including without limitation, 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.

ACSM mailing lists are and shall remain the sole property of ACSM. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application to establish an account relationship. This information becomes a part of MBNA America's own customer files which shall not be subject to this Agreement and will not imply or suggest an endorsement by ACSM.

4. ROYALTIES

During the term of this Agreement, MBNA America shall pay to ACSM all Royalties set forth in Schedule A. ACSM shall submit a completed IRS W-9 form within 45 days of this executed

Agreement. Royalties will not be paid without a completed IRS W-9 form.

5. CROSS INDEMNIFICATION

Each party to this Agreement (individually the "indemnitor") will indemnify and hold harmless the other parties (individually and together the "indemnified") and the Indemnifieds' directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all loss, damage, liability, claims costs or causes of action which in any way result from the acts or omissions of the Indemnitor, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors, assigns or insurers in connection with the Program. Each Indemnified shall notify the Indemnitor of any event (s), claim (s) or complaint (s) that it receives that may result in the indemnification of the other party/parties.

6. RATE AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America products or services. MBNA America shall provide ACSM with advance notice, orally or written prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

7. CONFIDENTIALITY OF AGREEMENT

The parties 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 party, including without limitation any bank or other organization solicited by MBNA America or TNGS except by written consent by all parties. However, MBNA America, ACSM and TNGS 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 7.

8. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a three (3) year period beginning ~~February 26, 1991~~ ^{April 1, 1991} until ~~February 26, 1994~~ ^{October 1, 1994}. The parties agree that either party may terminate this Agreement if there exists a reasonable basis for determining that this program has a materially detrimental effect on that party upon written notice sent to the other party on or before ~~August 31, 1991~~ ^{April 1, 1991}, provided the other parties have had a reasonable opportunity to cure the basis for such termination. This Agreement will be automatically extended on the Anniversary Date for successive one-year periods unless any party gives written notice at least 90 days prior to the Anniversary Date as extended to the other parties of its intention not to renew.

(b) Schedule A is accurate as of January 22, 1991, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from this date.

(c) MBNA America and TNGS shall have the right to review and approve any notice of termination communicated by ACSM to the Members. Upon termination or expiration of this Agreement, ACSM shall not take action with MBNA America, TNGS or any third party to cause the removal of its identification from the cards or records of any Member participating in the Program prior to the expiration of the Member's card.

9. 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.

10. TERMINATION

(a) In the event of any breach or default by MBNA America, TNGS or ACSM of any obligation under this Agreement, any other party at its sole discretion may cancel this Agreement by giving to the others sixty (60) days written notice provided that all parties have been permitted a reasonable opportunity to cure the breach or default.

b) If any party to this Agreement becomes insolvent or is adjudicated insolvent, then this Agreement shall terminate. Any licenses granted by this Agreement or Mailing Lists provided shall revert to their original owner and shall not constitute an asset of any other party.

(c) Upon expiration or termination of this Agreement, MBNA America shall in a manner consistent with Section 8 (c) of this Agreement, immediately cease to use the Trademark. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademark.

11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized officers (Vice President or above) of all parties.

(b) Section 5 and Section 7 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 exercise of that right.

(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 the Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained therein.

(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 ACSM:

AMERICAN COLLEGE OF SPORTS MEDICINE
401 West Michigan Street
Indianapolis, Indiana 46202-3233

ATTENTION: Mr. Timothy W. Calvert, Director of Operations

(ii) If to MBNA America:

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

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

(iii) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES
855 Boylston Street
Boston, Massachusetts 02116

ATTENTION: Ms. Christina I. Corbett, Senior Vice President

Any party may alter the address to which communications are to be sent by giving notice of such change of address based on the provisions of this Section 11 for giving notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other promises or statements made by party or its employees, officers or agents shall be valid and binding.

(h) This Agreement shall not be assigned by any party without the prior written consent of the other parties, which shall not be unreasonably withheld, except that a party may assign this Agreement in the event of merger, consolidation or other change in corporate status of that party.

(i) It is agreed and understood that MBNA America, TNGS and ACSM are independent contractors of each other and not agents or employees of each other.

(j) As between ACSM and TNGS, TRANS NATIONAL GROUP SERVICES, is the designation of its trustees for the time being under Declaration of Trust dated November 30, 1988. ACSM must look solely to TNGS's assets for the enforcement of any claims against TNGS, as neither the trustees, officers nor beneficiaries of TNGS assume any personal liability for obligations entered into on behalf of TNGS.

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

AMERICAN COLLEGE OF SPORTS MEDICINE

Dated this 1 day of
~~February~~, 1991
April

By: [Signature]
Title: Executive Vice President

MBNA AMERICA BANK N.A.

Dated this 16 day of
~~February~~, 1991
April

By: [Signature]
Title: Executive Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 17 day of
~~February~~, 1991
April

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

SCHEDULE A

I. RATES

- * There is NO Annual Fee for the first year for the Members.
- * The Annual Fee when applies is : \$40.00 Gold, \$20.00 Preferred.
- * The current Annual Percentage Rate is 17.9% for Members and 17.9% for Students.

II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay AMERICAN COLLEGE OF SPORTS MEDICINE a Royalty calculated according to the following schedule:

- * \$1.00 for every new account opened by a Member.
- * \$3.00 for each year a gold account is renewed, applicable Annual fee is paid, and active charging privileges are in force.
- * \$0.25 per retail transaction made on all credit card accounts (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.

3-18-91



MBNA Corporation
400 Christiana Road
Newark, Delaware 19713

(302) 453-9930

March 30, 1995

Shannon Trebing
Membership Assistant
American College of Sports Medicine
401 West Michigan Street
P.O. Box 1440
Indianapolis, IN 46206-1440

Dear Shannon:

As you are aware, effective January 1, 1995, we eliminated the annual fee for your members with no change to the level of service we provide. As a result, we need to update the royalty provision of the Agreement to provide for this important change. This new provision is effective for all your accounts as of January 1, 1995, and is implemented by replacing the current renewal compensation language with the language listed below. **The dollar amount paid to your association per each renewed account has not been changed.**

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

Please countersign the letter in the space provided below and return it to me, keeping a copy for your records. If you have any questions, please do not hesitate to contact me at 1-800-441-7048, extension 71276.

Thank you for your attention to this matter.

Sincerely,

Eric M. Gorman
Assistant Vice President

American College of Sports Medicine

Signature

PROF

**TRAVEL REWARDS ADDENDUM
TO THE AMERICAN COLLEGE OF SPORTS MEDICINE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 7th day of June, 2002, by and between AMERICAN COLLEGE OF SPORTS MEDICINE ("ACSM"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ACSM 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 ACSM; and

WHEREAS, ACSM and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of ACSM'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, ACSM and MBNA America agree as follows:

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

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.

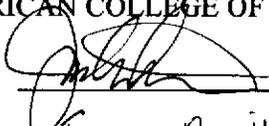
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

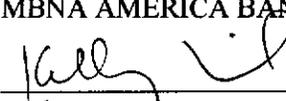
AMERICAN COLLEGE OF SPORTS MEDICINE

MBNA AMERICA BANK, N.A.

By:



By:



Name:

James R. Whitehead

Name:

Kelly Firment

Title:

Executive Vice President

Title:

SVP

Date:

June 7, 2002

Date:

7/11/02

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 11.99%.
- C. Customers may be able to select credit insurance or credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days -- and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude

Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

**GOLD OPTION & GOLD RESERVE ADDENDUM
TO THE AMERICAN COLLEGE OF SPORTS MEDICINE AGREEMENT**

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 7th day of August 2004, by and between the American College of Sports Medicine ("ACSM") and MBNA America Bank, N.A. ("MBNA"), for themselves and their respective successors and assigns.

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

WHEREAS, ACSM and MBNA mutually desire to amend the Agreement to include MBNA's Gold Option product ("Gold Option") and Gold Reserve product ("Gold Reserve") (i) as financial services provided by MBNA and (ii) as additional parts of the 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, ACSM and MBNA agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum
2. The parties agree that Gold Option and Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA, in its sole discretion). MBNA may, at its option, offer Gold Option and/or Gold Reserve to some or all of the persons included on the lists provided by ACSM under the Agreement.
3. ACSM agrees to (i) exclusively endorse Gold Option and Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option or Gold Reserve. Subject to the foregoing, all of ACSM's promises arising from its exclusive arrangements with MBNA in the Agreement shall equally apply to Gold Option and Gold Reserve.
4. During the term of the Agreement, ACSM will receive the royalties set forth on Attachment #1, for Gold Option accounts and Gold Reserve accounts opened pursuant to the Program and that have active charging privileges. Gold Option and Gold Reserve compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts or Gold Reserve accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, ACSM shall not take action to cause the removal of ACSM'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 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, ACSM hereby grants to MBNA a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. ACSM represents and warrants that ACSM has full right, power and authority to license the Marks to MBNA as provided in the Agreement and this Addendum.
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

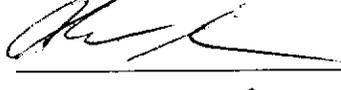
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

AMERICAN COLLEGE OF SPORTS MEDICINE

MBNA AMERICA BANK, N.A.

By: 
Name: James R Whitehead
Title: Executive Vice President
Date: August 4, 2004

By: 
Name: Susan Exeter
Title: Senior Executive Vice President
Date: 8/26/04

ATTACHMENT #1

I. Descriptions

These descriptions are subject in all respects to the agreement to be entered into between MBNA and each customer, as the same may be amended from time to time. Further, these descriptions may be adjusted or amended by MBNA from time to time.

A. Gold Option

- 1) Gold Option is a no annual fee revolving loan-type product.
- 2) Customers can request that checks be drawn upon a predetermined line of credit.
- 3) MBNA issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- 4) Monthly payments may be tailored to customer's monthly needs.

B. Gold Reserve

- 1) Gold Reserve is a revolving loan-type product with no annual fee
- 2) Customers receive a supply of blank checks from MBNA to be drawn upon a predetermined line of credit.
- 3) The customer may request more checks from MBNA on a periodic basis.

II. Royalties

A) Gold Option:

- 1) \$5.00 (five dollars) for each new Gold Option account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Option Account").
- 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 certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

B) Gold Reserve:

- 1) \$5.00 (five dollars) for each new Gold Reserve account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Reserve Account").
- 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 certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

VIA Overnight Delivery

November 1, 2011

Mr. Timothy W. Calvert
Director of Operations
American College of Sports Medicine
401 West Michigan Street
Indianapolis, Indiana 46202

Dear Mr. Calvert:

I am writing to inform you that following a comprehensive review of the American College of Sports Medicine credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement dated April 1, 1991, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 8a of the Agreement.

The Agreement's expiration date is January 31, 2012.

We have appreciated your endorsement.

Sincerely,



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