

#91025BC

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 A & M UNIVERSITY, having its principal place of business in College Station, Texas (hereinafter referred to as "TAMU") 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, and Schedule B.
- (b) "Authorized Marks" shall have the meaning specified in Section 2 (a) hereof.
- (c) "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.
- (d) "Anniversary Date" means January 31, 1994.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels containing names, postal addresses and whenever possible, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Program" means the MBNA America MemberCard Program.
- (g) "Marks" includes trademarks/logos, service marks, Trademark, tradename, or licensed marks presently used or acquired by TAMU during the term of this Agreement.

"Licensed Marks" means those listed in Schedule B including common-law rights as well as any applications for registration which may be filed by the TAMU, or registrations which may be issued to TAMU covering such marks, whether state or federal.

"Licensed Products and Services" means those products and services specified in Schedule B hereto on or in connection with which any of the Licensed Marks are used.

- (h) "Member" means those individuals who participate in the program.

2. RIGHTS AND RESPONSIBILITIES OF TAMU

- (a) TAMU owns rights in certain marks identified in Schedule B hereto, and has acquired public recognition and goodwill through the use of such marks.
- (b) MBNA America recognizes the goodwill appurtenant to use of the marks and desires to obtain a non-exclusive license to utilize such marks. TAMU is willing to grant such a license under the terms and conditions of this Agreement: "TEXAS AGGIES", "ATM", and "AGGIES" (the "Authorized Marks").

- (c) TAMU authorizes MBNA America and TNGS to solicit those individuals on the mailing list by mail, advertisements and/or telephone for participation in the Program.
- (d) TAMU 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. TAMU shall promptly review such materials and notify MBNA America and/or TNGS of its review.
- (e) Upon request, TAMU 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 TAMU.
- (f) TAMU 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 TAMU.
- (g) TAMU warrants and represents that it has the right and power to license the Marks to MBNA America and TNGS for use as contemplated by this Agreement. TAMU grants MBNA America and TNGS a limited, non exclusive license to use the Marks 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 Marks of any successor corporation or organization as well as any Marks used or acquired during the term of this Agreement.

Nothing stated in this Agreement prohibits TAMU from granting to other services a license to use the Marks in conjunction with the providing of any other service or product.

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

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.

TAMU mailing lists are and shall remain the sole property of TAMU. 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 TAMU.

(f) MBNA America agrees to provide TAMU at least one copy of each advertising piece and a credit card monthly statement bearing any of the Authorized Marks.

4. ROYALTIES

During the term of this Agreement, MBNA America shall pay to TAMU all Royalties set forth in Schedule A. TAMU 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.

On or before the Effective Date, MBNA America or TNGS shall pay to TAMU a License Issue Fee of \$100.00 (one hundred dollars).

MBNA America or TNGS agrees to pay to TAMU a \$100.00 Minimum Royalty during each Contract Year of the Term as a minimum guarantee against Royalties to be paid during each Contract Year. The remedy of TAMU for failure of MBNA America or TNGS to make payment of said Minimum Royalty shall be limited to termination of this Agreement pursuant to the termination provisions below.

5. CROSS INDEMNIFICATION

Each party to this Agreement (individually the "indemnitor") to the extent permitted by the constitution and the laws of the State of Texas 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. This section applies, without being limited, to the license of marks granted herein.

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 TAMU 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 Member, MBNA America shall give each Member 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

MBNA, TNGS and TAMU 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, TNGS and TAMU 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. The terms of the Agreement are to be confidential only to the extent of the applicable federal and state laws relating to confidentiality of the records of state institutions

8. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a three (3) year period beginning January 31, 1991 until January 31, 1994. 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 December 10, 1990, 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 TAMU to the Members. Upon termination or expiration of this Agreement, TAMU 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. Upon termination of this Agreement, MBNA America will continue to pay royalties in accordance with Schedule A.

9. STATE LAW GOVERNING AGREEMENT

The terms of the license granted pursuant to Section 2(g) of this Agreement shall be governed by the laws of the State of Texas. This Agreement, the Program and any of the financial terms of the accounts opened under this Agreement shall be governed by the laws of the State of Delaware. Each account opened pursuant to the Program shall be governed by and subject to the laws of the State of Delaware.

10. TERMINATION

(a) In the event of any breach or default by MBNA America, TNGS or TAMU 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 Marks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Marks.

(d) In a manner consistent with Section 8 (c), upon expiration or termination of this Agreement, Licensee shall not operate its business in any manner which would falsely suggest to the public that this Agreement is still in force, or that any relationship exists between Licensee and TAMU.

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) Sections 5, 7, 8 and 10 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 or by facsimile:

- (i) If to TAMU:

TEXAS A & M UNIVERSITY
Room 101-A Rudder Tower
College Station, Texas 77843-1137

ATTENTION: Mr. Sanders D. Letbetter, Manager of College Licensing

Facsimile: (409) 845-2519

- (ii) If to MBNA America:

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

ATTENTION: Mr. William P. Morrison, Senior Vice President

Facsimile: (302) 453-6200

- (iii) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES
855 Boylston Street
Boston, Massachusetts 02116

ATTENTION: Mr. Al Tringali, Senior Vice President

Facsimile: (617) 266-9524

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 prior promises or statements made by any party or its employees, officers or agents shall be valid and binding.

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

(i) As between TAMU and TNGS, TRANS NATIONAL GROUP SERVICES, is the designation of its trustees for the time being under Declaration of Trust dated November 30, 1988. TAMU 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.

TEXAS A & M UNIVERSITY

Dated this 8 day of April, 1991

By: *William H. Mobley*
Title: President

MBNA AMERICA BANK N.A.

Dated this 21 day of March 1991

By: *Elizabeth Hershey-Coss*
Title: Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 21 day of March, 1991

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 : \$20.00 Preferred.
- * The current Annual Percentage Rate is 18.9%.

II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay TEXAS A & M UNIVERSITY a Royalty calculated according to the following schedule:

- * \$1.00 for every new account opened by a Member.
- * \$3.00 for each year an 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).

Payment for the above sections shall be made approximately 45 days after the end of each Calendar Quarter.

Upon expiration or termination of this Agreement, MBNA America shall continue to pay Royalties to TAMU for those accounts in good standing with credit cards that carry the name and logo of TAMU. MBNA America shall not be required to replace these credit cards with non-endorsed credit cards until such time as they are subject to renewal.

SCHEDULE B

Licensed Marks or Trademarks

TEXAS AGGIES

UNIVERSITY RING CREST DESIGN (MAY NOT BE USED ON RINGS OF ANY TYPE)

TAMU AND/OR TEXAS A & M UNIVERSITY

ATM

UNIVERSITY SEAL

GIG'EM AGGIES WITH OR WITHOUT DESIGN OF UPTURNED THUMB

OLD SARGE WORDS AND/OR DESIGN

THE TWELFTH MAN

AGGIES

COLLEGE OF MEDICINE

Geographic Area

USA

2-12-91

3-04-91 Revised

3-11-91 Revised

3-18-91 Revised



MBNA America Bank N.A.
400 Christiana Road
Newark, Delaware 19713

(302) 453-9930

March 25, 1992

Sanders Letbetter
Texas A&M University
Room 101-A Rudders Tower
College Station, TX 77843

Dear Sanders:

MBNA America and TNGS are pleased to announce the addition of a valuable new benefit to your MemberCard Program offered under your Agreement. A Gold MasterCard will now be offered to your membership.

The TAMU Gold Card will offer several new benefits, in addition to the standard card benefits your members currently enjoy. The new Gold benefits will include: Retail purchase protection and Extended warranty coverage, GoldPassage travel services, increased rental car insurance coverage, worldwide emergency medical and legal assistance, and \$1 million carrier travel accident insurance. The Gold Card will carry a minimum line of credit of \$5,000.

The Fee structure for the Gold Card will be as follows:

- There is NO Annual Fee for the first year to Members
- The Annual Fee when applied is \$40.00
- The current Annual Percentage Rate is 18.9%

The Royalties paid to TAMU will remain the same:

- \$1.00 for every new account opened by a Member
- \$3.00 for each year an account is renewed and an Annual Fee is paid by the Customer
- \$0.25 per retail transaction made on all credit card accounts (net refunds and returns)

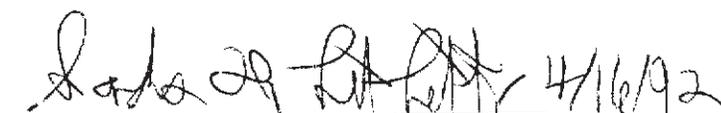
The addition of a Gold Card product to your MemberCard Program will greatly enhance the value of the overall relationship between TAMU, MBNA America and TNGS. To show your acceptance of the program, please sign both copies of this letter, keep one for your files and return a copy to me.

Mr. Sanders Letbetter
March 25, 1992
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If you should have any questions, please do not hesitate to call me.

Sincerely,


Carolyn E. Burgess
Assistant Vice President


Sanders D. Letbetter
Manager of College Licensing

AALE H

**ADDENDUM TO THE
TEXAS A&M UNIVERSITY
AGREEMENT**

THIS FIRST ADDENDUM (the "Addendum") is entered into this 23 rd day of April, 1993 by and among TEXAS A&M UNIVERSITY ("TAMU"), TRANS NATIONAL FINANCIAL SERVICES, a limited partnership ("TNGS"), and successor in interest to TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust, and MBNA AMERICA BANK, N.A., a national banking association "MBNA America", for themselves and their respective successors and assigns. There are no other intended beneficiaries to this Addendum or to the Original Agreement (as hereinafter defined).

WHEREAS, the parties entered into an Agreement dated April 8, 1991 (the "Original Agreement"); and

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

WHEREAS, MBNA America desires to offer a calling card and home phone services benefit to the Members;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. Capitalized terms used herein but not otherwise herein defined are used as defined in the Original Agreement.
2. The parties agree that this benefit (as may be adjusted or amended from time to time by MBNA America) is now part of the Program (or MemberCard Program, as the case may be).
3. The provisions of the Royalty (or Compensation, as the case may be) Section of the Original Agreement are hereby amended by adding the following thereto:

TAMU will receive 2% of net phone transaction volume (net refunds and fraudulent calls) made through this benefit by Members who have a credit card account in good standing opened pursuant to the Original Agreement. This payment will be made approximately 45 days after the end of each quarter.

4. In the event of a conflict between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control.

5. The Original Agreement to the extent 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.
6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original and all of which shall be deemed one and the same instrument. Further, this Addendum shall be governed by and construed and enforced in accordance with the laws set forth in Section 9 of the Original Agreement.

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

Dated this 7th day of
July, 1993.

Texas A&M University

By: Thomas H. Dyl
Title: Asst VP + Controller

Dated this 28 day of
May, 1993.

MBNA America Bank, N.A.

By: James Morrison
Title: EVP

Dated this 3rd day of
June, 1993.

Trans National Group Seriyces

By: [Signature]
Title: SVP



AAGX

MBNA America Bank N.A.
400 Christiana Road
Newark, Delaware 19713

August 12, 1994

(302) 453-9930

Mr. Robert G. Spies,
Associate Exec. Dir. for Finance & Admin.
P O Box 7368
College Station, TX 77844-7368

Dear Mr. Spies:

This letter is to serve as the license for the use of any and all tradenames, servicemarks, logos, tradenames and trademarks used or acquired by THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY ("Trademarks") which shall be used by MBNA America for the purposes of a business card. This license is entered into this 12 day of August, 1994 (the "Effective Date"). The following specifies the terms of the license:

THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY shall have the right of prior approval of the use of THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY's Trademark by MBNA America. THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY 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 THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product. Subject to THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY and MBNA America establishing a BusinessCard account relationship, any BusinessCard cards that may be issued directly to THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY for its business use by THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY's employees will be priced as follows:

- ** No Annual Fee.
- ** 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.

THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY

By: James R. Matson

Name: James R. Matson

Title: Exec. Dir.

MBNA AMERICA, N.A.

By: Frank Berger

Name: Frank Berger

Title: Vice President

LICENSING AGREEMENT
(Trademark)

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 THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY, a nonprofit corporation organized under the laws of the State of Texas and being exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 and having its principal place of business in College Station, Texas (hereinafter referred to as the "Association"), for themselves, their successors, and assigns.

1. DEFINITIONS

When used in this Agreement:

- a. "Affinity Card" means an extension of credit represented by the issuance to a Member (as defined below) of a credit card, or other credit device bearing a Trademark (as defined below) of the Association.
- b. "Agreement" means this Licensing Agreement between MBNA America and the Association dated the 1 day of FEBRUARY 1994, and Schedules A and B attached hereto and incorporated herein by reference.
- c. "Anniversary Date" means the end of business on the 1 day of FEBRUARY 1999, or the end of business on the final day of the term of any extension of this Agreement, whichever occurs later.
- d. "Customer" means any Member (as defined below) who is a participant in the Program (as defined below).
- e. "Member" means a member of the Association and any other person who takes out an Affinity Card who is not a member, plus other participants mutually agreed to by the Association and MBNA America from time to time.
- f. "Program" means MBNA America's offering through the mail, advertisements, in person or telephonic solicitation, of Affinity Cards to Members and the issuance and administration by MBNA America of Affinity Cards to Members.
- g. "Royalties" means the royalties set out on Schedule A attached hereto and incorporated herein payable by MBNA America to the Association in exchange for the Association's licensing to MBNA America of the right to use the Association's Trademark (as defined below).
- h. "Trademark" means any logo, service mark, tradename or trademark of the Association or acquired by the Association during the term of this Agreement or the logo, service mark, tradename or trademark the Association has permission to use from Texas A&M University set out on Schedule B, attached hereto and incorporated herein by reference, or is granted permission from Texas A&M University to use during the term of this Agreement, under terms which permit the Association to license that use to a third party.

2. ROYALTIES FOR LICENSING OF RIGHT TO USE TRADEMARK

a. In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate the Association with the Royalties generated thereby. MBNA America agrees and intends that the Royalties payable to the Association are based exclusively upon MBNA America's right to use the Association's Trademark in accordance with the terms of this Agreement and not upon any other right or consideration, if any, given by the Association to MBNA America.

b. The Association warrants and represents that it has the right and power to grant a limited, exclusive license to the right to use the Trademark to MBNA America for use as strictly contemplated by this Agreement. The Association hereby grants MBNA America a limited, exclusive license to use the Trademark solely in conjunction with the Program, including the promotion thereof by MBNA America. This license shall be transferred upon a permitted assignment of this Agreement. This limited, exclusive license shall remain in effect for the duration of this Agreement notwithstanding the transfer of ownership of the Trademark by the Association to any successor corporation or organization of the Association.

c. Upon the termination or expiration of this Agreement, MBNA America will continue to pay the Royalties accruing until such time as the Trademark is removed from the Affinity Cards issued during the term of this Agreement or any extension thereof by MBNA America.

d. The Association shall furnish MBNA America with a completed Internal Revenue Service Form W-9 as soon as practicable following the execution of this Agreement, but in no event more than thirty (30) days following the execution of this Agreement. The Association agrees that any Royalties accruing prior to the date the Association furnishes a completed Internal Revenue Service Form W-9 will be paid to the Association only after the Association furnishes such Form W-9 to MBNA America.

e. (i) Notwithstanding anything contained herein to the contrary, the license of Trademarks herein granted to MBNA America is expressly subject to MBNA America's substantial compliance with the following control policy: MBNA America shall provide Card Services, as defined below, to the Customers of a quality substantially equivalent to Card Services provided by MBNA America to MBNA America credit card holders belonging to affinity groups of similar size and demographics as the Association. For purposes of this Agreement, "Card Services" shall include without limitation (a) responsiveness to Customer complaints, (b) handling of billing protests and/or errors, (c) replacement of stolen/lost cards and (d) the quality of appearance of the Affinity Card. Card Services shall not include the imposition or waiver by MBNA America of any fee, annual percentage or any other charge provided for under MBNA America's credit card agreement with the Customers nor the exercise or forbearance by MBNA America of any of its rights contained in any such credit card agreement.

(ii) In the event that the Association in good faith determines that MBNA America has not remained in substantial compliance with the above-referenced control policy, it shall notify MBNA America, in writing, specifying the basis upon which the Association has formed its opinion. The parties shall then discuss whether and how improvements should be made to alleviate the concerns of the Association. In the event that within thirty (30) days after receipt of the written notice to MBNA America, the parties have not, in good faith, reached a mutually satisfactory resolution of

the concern, or made substantial progress in this regard, then the Association shall have the right to revoke its license to use the Trademarks and thereby terminate this Agreement, subject to MBNA America's right to use the Trademarks after the termination of this Agreement as set forth in this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

a. The Association agrees that during the term of this Agreement and any extension, the Association will not sponsor, endorse or develop any credit card, card charge, debit card or other credit device offered by any entity other than MBNA America. During this Agreement, no Association publication shall carry advertisements for any other Affinity Card other than Affinity Cards issued by MBNA America.

b. The Association authorizes and allows MBNA America at its expense to solicit its Members in person or by mail, advertisements, and/or telephone for participation in the Program during the term of this Agreement. MBNA America may use the Trademarks in the promotion of the Affinity Card in such solicitation.

c. In order to maintain the goodwill, quality and image of the Association in regard to the Trademark, the Association shall have the right to approve, which approval shall not be unreasonably withheld or delayed, all Program advertising and solicitation materials to be used by MBNA America in the Program. In addition, in order to protect its Trademark, the Association has the right to generally monitor all aspects of the Program, as provided in Section 2e. above, to insure that the quality of the Program and the service provided to the Customers under the Trademark complies with the standards of the Association in regard to the use of its Trademark.

d. The Association is not obligated to provide any information or to otherwise communicate with Members or potential Members about the Program. However, if the Association desires to provide any information to or otherwise communicate with Members or potential Members about the Program, the Association agrees that any such provision of information or communication requires MBNA America's prior written approval.

e. Nothing stated in this Agreement prohibits the Association from granting to other persons or entities a license to use the Trademark on or in connection with any service or product other than Affinity Cards, charge cards, debit cards or other credit devices.

f. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, the Association may not assign, sell, transfer or convey any of its rights or obligations under or arising from this Agreement.

g. The Association is not required, and does not intend, to provide any services to Members or Customers under the Program or in connection with the conduct of the Program. Any provisions in this agreement which authorize the Association to monitor services provided by MBNA America are solely for the purpose of maintaining the validity of the Trademarks and the goodwill associated therewith.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- a. MBNA America shall design, develop, produce, promote and administer the Program for the Members at no cost to the Association. MBNA America may use any third party to assist it in the fulfillment of its obligations herein.
- b. MBNA America shall design all advertising, solicitation, and promotional materials with regard to the Program at no cost to the Association. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- c. MBNA America shall make all credit decisions and shall bear all credit risks, independent of the Association, with respect to an individual Customer's account with MBNA America.
- d. Upon the mutual agreement of the parties, MBNA America shall reimburse the Association for costs incurred by the Association in complying with the Association's responsibilities outlined in Section 3.
- e. MBNA America agrees to provide the Association with at least one copy of each form of advertising piece and a form of a credit card monthly statement bearing any of the Association's Trademarks.
- f. MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of the Association; provided, however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:
- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
 - (ii) to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
 - (iii) to any Affiliate.

No assignment or transfer under this Section 4f. shall relieve MBNA America of its obligations and responsibilities under this Agreement.

5. CROSS INDEMNIFICATION

The Association and MBNA America (each individually the "indemnitor") will each indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors, and assigns (individually and together the "indemnified") from and against any and all loss, damage, liability, causes of action or claims, brought against the indemnified, and the costs incurred in connection therewith by the indemnified, which result from a breach of this Agreement by the indemnitor or the indemnitor's directors, officers, agents, or employees in

connection with the performance of this Agreement. 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.

6. RATES AND BENEFITS

a. Except as otherwise provided in the Agreement, MBNA America reserves the right to make periodic adjustments to the interest rates, fees, terms of the credit card agreement, and other features of any contract between MBNA America and customers holding Affinity Cards. MBNA America shall inform the Association prior to such an adjustment. In the event the adjustment 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.

b. Schedule A attached hereto and incorporated herein is accurate as of the execution date of this Agreement, and MBNA America shall not adjust the annual percentage rate provisions of Schedule A, as it applies to Members, for twelve (12) months from the execution date of this Agreement.

7. CONFIDENTIALITY OF AGREEMENT

MBNA America and the Association expressly agree that the terms of this Agreement shall remain confidential as of the 1ST day of FEBRUARY 1994, and will not be disclosed to the general public or any third person, except by mutual written consent. However, MBNA America and the Association shall be permitted to disclose such terms to their employees, Board of Directors, accountants, and their legal, financial and marketing advisors as 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. The terms of the Agreement are to be confidential as provided above, unless any applicable federal and/or state laws compel disclosure by either party.

8. TERM OF AGREEMENT

The initial term of this Agreement will be for a five (5) year period beginning on the 1 day of FEBRUARY 1994 and expiring at the end of business on the 1ST day of FEBRUARY 1999. This Agreement will be automatically extended on the Anniversary Date for successive two (2) year periods, unless notice is received of nonrenewal within ninety (90) days prior to the end of the initial term or any two (2) year extension thereof. In addition to the foregoing and Section 10a., after the initial term either party may terminate this Agreement by providing written notice to the other party, as provided in Section 12e.

9. STATE LAW GOVERNING AGREEMENT

The terms of the license granted pursuant to Section 2 b. of this Agreement shall be governed by the laws of the State of Texas. In all other aspects, this Agreement, the Program and any of the terms of the accounts opened under 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 material breach or default of this Agreement by MBNA America or the Association, the other party 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 sixty (60) days to cure the breach or default.
- b. If either MBNA America or the Association become insolvent in that its liabilities exceed its assets, or are adjudicated insolvent, or take advantage of or are subject to any insolvency proceeding, or make an assignment for the benefit of creditors or are subject to receivership, conservatorship, or liquidation this Agreement shall immediately terminate. The license of the right to use the Trademark granted by this Agreement shall not constitute assets or property of MBNA America in such proceeding that may be assigned or that may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.
- c. Upon termination or expiration of this Agreement, the Association shall not take any action with MBNA America or with any other person to cause the removal of the Association's Trademark from the Affinity Cards or records of any Customer prior to the expiration date of the Customer's Affinity Card. 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 the Association to the Members. Upon termination or expiration of this Agreement, MBNA America will continue to pay Royalties, subject to terms of Section 2c. above. MBNA America shall otherwise immediately cease to use the Trademark, credit cards or devices, as well as promotional and advertising materials, upon the termination or expiration of this Agreement, and all other rights and responsibilities under this Agreement, other than the provisions of Sections 2c. 3c. (so long as any Affinity Cards are in use), 5, 7, and this 10(c), terminate upon the termination or expiration of this Agreement. MBNA America agrees that upon such termination or expiration it will not claim any privilege, 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 of both parties hereto.
- b. 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.
- c. The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- d. 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.

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

i) If to the Association:

THE ASSOCIATION OF FORMER STUDENT'S OF
TEXAS A&M UNIVERSITY
The Corner of George Bush and Houston Street
Clayton Williams Building
College Station, Texas 77844

ATTENTION: James M. Jeter
Associate Executive Director

ii) If to MBNA America:

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

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

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

If the Association is providing MBNA America with notice pursuant to Section 8 herein, the Association must provide notice at least, six (6) months before the effective date contained in such notice.

f. 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.

g. It is agreed and understood between MBNA America and the Association that there is no intent to create a joint venture or a partnership between them and neither MBNA America or the Association are agents, representatives, or employees of the other but are independent contractors.

h. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the Association 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 warrant that they are authorized representatives for purposes of signing this Agreement.

THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY

Dated this 1st day
of FEBRUARY, 1994

By: Walden D. Krueger
Title: President

MBNA AMERICA BANK N.A.

Dated this 1st day
of FEBRUARY, 1994

By: Todd F. Weaver
Title: Sr Vice President

Handwritten signature
S.E.N.E.

SCHEDULE A

1. TERMS AND FEATURES

Subject to the rights of MBNA America and the Association set out in paragraph 6 of this Agreement:

- During the first twelve months from the date of execution of this Agreement any Member who is issued a new credit card account pursuant to the Program will not be charged an Annual Fee for the period from the date of issuance of the credit card to the last day of the twelfth month after the date of issuance. Thereafter the Annual Fee is:

\$40.00 Gold Credit Card Account.

\$20.00 Preferred Credit Card Account.

- The Annual Fee will be waived for all Customers who charge \$2,000 or more in commercial transactions (not including cash advances) during the applicable twelve (12) month period to their credit card (net refunds, returns and fraudulent transactions, as determined by MBNA America) and that are in good standing.
- The Annual Fee will be waived for all Customers who make a \$50 or more contribution to the Association on their credit card.
- The current Annual Percentage Rate on the credit cards for Customers will be an introductory fixed rate of 9.9% for cash and retail transactions as well as balances transferred from other credit cards to the MBNA credit card, which rate is valid for twelve months from the date the credit card account opens. Thereafter, the current Annual Percentage Rate for Customers will be, at the Customer's option, either a fixed rate of 16.9% or a variable rate of prime plus 7.9%, which is currently 13.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

2. ROYALTIES ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay the Association Royalties calculated according to the following schedule, for those credit card accounts opened pursuant to the Program and with active charging privileges:

- \$1.00 for every new credit card account opened by a Member, which remains open for at least ninety (90) days.

- \$3.00 for each year a Preferred credit card account is renewed and an Annual Fee is either paid by a Customer or waived in accordance with Section 1 above.
- \$6.00 for each year a Gold credit card account is renewed and an Annual fee is either paid by a Customer or waived in accordance with Section 1 above.
- .50 of 1% of all commercial transactions (not including cash advances) made by Customers (net of refunds, returns and fraudulent transfers, as determined by MBNA America).
- Upon expiration or termination of this Agreement, MBNA America shall continue to pay Royalties to the Association for those accounts in good standing with credit cards that carry the Trademark of the Association, subject to the restrictions of Section 2c. of this Agreement. MBNA America shall not be required to replace these credit cards with non-endorsed cards until such time as they are subject to renewal.
- Upon execution of this Agreement, MBNA America agrees to make a onetime payment of \$150,000 (one hundred and fifty thousand dollars) to the Association in consideration of the Association's licensing of the right to use its Trademark. This payment shall not offset future Royalties accruing under this Agreement.
- MBNA America will have made available two (2) intern positions for employment during each year of the Agreement for students of Texas A&M University in the Dallas office of MBNA Marketing Systems, Inc.
- MBNA America will have available two (2) student-on-campus representatives to be hired by MBNA Marketing Systems, Inc. to assist with the marketing of the Program.

Except where otherwise provided, payments in accordance with the above section shall be made within 45 days after the last day of each calendar quarter.

3. GUARANTEE AND ADVANCE ROYALTIES

A. MBNA America will guarantee that the Association will receive a minimum of one million dollars (\$1,000,000.00) in Royalties, including Advances, as defined below, over the initial five (5) year term of this Agreement. If at the end of the initial term of this Agreement, the Association has not received said amount of Royalties, MBNA America will pay the Association the difference between the one million dollars (\$1,000,000.00) and the Royalties, including the Advances, received during the initial five (5) year term of this Agreement. Notwithstanding the foregoing, no payment or further payment, whichever the case may be, shall be made under this guarantee section in the event that the Association has defaulted under the terms of this Agreement. Payment of the guarantee shall be due forty five (45) days after the last day of the initial term.

B. Commencing forty five (45) days after MBNA has implemented a full marketing campaign and continuing at least every one hundred twenty (120) days thereafter during the initial term of this Agreement, provided that the Association is not in default under this Agreement, MBNA America shall make an advance royalty payment to the Association in the

amount of fifty thousand dollars (\$50,000.00) (advance payments individually referred to as "Advance" and collectively referred to as "Advances"). The Advances paid by MBNA America to the Association shall be credited against all Royalties earned by the Association during the initial term of this Agreement.

SCHEDULE B

Licensed Marks or Trademarks

**TEXAS AGGIES
UNIVERSITY RING CREST DESIGN (MAY NOT BE USED ON RINGS OF ANY TYPE)
TAMU AND/OR TEXAS A&M UNIVERSITY
ATM
UNIVERSITY SEAL
GIGEM AGGIES WITH OR WITHOUT DESIGN OF UPTURNED THUMB
OLD SARGE WORDS AND/OR DESIGN
THE TWELFTH MAN
TEXAS A&M
BONFIRE STACK WITH ENVELOPING FLAMES
WARCON
RING DESIGN
TEXAS AGGIE BONFIRE
CAPTURING THE SPIRIT
ACADEMIC BUILDING DOME DESIGN
FIGHTIN' TEXAS AGGIE BAND
BUGLE WITH BANNER DESIGN
RECALL STEP-OFF ON HULLABALOO!
CORPS STACKED BRASS DESIGN
CORPS INSIGNIA DESIGN
TEXAS A&M POLO
100 YEARS OF TAMU FOOTBALL DESIGN
100 YEARS OF FIGHTIN' TEXAS AGGIE BAND DESIGN
AGGIES
COLLEGE OF MEDICINE
THE ASSOCIATION OF FORMER STUDENTS
SEAL OF THE ASSOCIATION OF FORMER STUDENTS**

Geographic Area

U.S.A.

LICENSING AGREEMENT
(Mailing List)

This Agreement is entered into between MBNA AMERICA BANK, NA, a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY, a nonprofit corporation organized under the laws of the State of Texas and being exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, having its principal place of business in College Station, Texas (hereinafter referred to as the "Association"), for themselves, their successors, and assigns.

1. DEFINITIONS

When used in this Agreement:

- a. "Agreement" means this Licensing Agreement between MBNA America and the Association dated the 25th day of January, 1994.
- b. "Anniversary Date" means the 25th day of January, 1999, or the final day of the term of any extension of this Agreement, whichever occurs later.
- c. "Mailing Lists" means the information contained in current and updated lists, magnetic tapes (in a format designated by MBNA America), and/or labels containing names, postal addresses, and telephone numbers, when available, of Members (as defined below) segmented by zip codes or other reasonably selected membership characteristics.
- d. "Member" means a member of the Association, plus other participants mutually agreed to by the parties.
- e. "Royalty" or "Royalties" means the royalty, payable in accordance with Section 2(b) below, to the Association for MBNA America's right to access and right to use the information contained in the Mailing Lists in accordance with the terms of this Agreement.

2. ROYALTY FOR RIGHT TO USE MAILING LISTS

- a. MBNA America acknowledges that the information contained in the Mailing Lists is an intangible asset of the Association, and that the right to access and the right to use such information presents to MBNA America a valuable opportunity to promote its credit cards to a group of well educated persons who are more likely than the general public to possess the characteristics of a favorable credit risk.
- b. In exchange for the Association licensing to MBNA America the right to access and the right to use the Mailing Lists in accordance with the terms of this Agreement, MBNA America agrees to pay the Association the following Royalty of One Hundred

Thousand Dollars (\$100,000) upon the execution of this Agreement, to be allocated as follows: (i) for the first year of this Agreement, Sixty Thousand Dollars (\$60,000); and (ii) for the second, third, fourth and fifth years of this Agreement, Ten Thousand Dollars (\$10,000) each year. In addition, MBNA America will pay a Royalty of Ten Thousand Dollars (\$10,000) to the Association for each year of any two-year extension of this Agreement pursuant to Section 7 hereof. Payment of the above Royalty expressly entitles MBNA America to the following:

(1) MBNA America shall have the right to implement two full direct-mail campaigns during each year of the initial term of the Agreement and each year of any two-year extension of this Agreement pursuant to Section 7 for which a Royalty is paid as set forth above; and

(2) MBNA America shall have the right to implement two full telemarketing campaigns during each year of the initial term of the Agreement and each year of any two-year extension of this Agreement pursuant to Section 7 for which a Royalty is paid as set forth above; and

(3) MBNA America shall have the right to implement two full direct promotion campaigns during each year of the initial term of the Agreement and each year of any two-year extension of this Agreement pursuant to Section 7 for which a Royalty is paid as set forth above; and

(4) MBNA America shall have the right to access and the right to use the Mailing Lists (which shall be updated by the Association at least annually) during each year of the initial term of this Agreement and each year of any two-year extension of this Agreement pursuant to Section 7 for which a Royalty is paid as set forth for the above purposes.

c. The Association shall provide MBNA America the right to access and the right to use current and updated Mailing Lists in exchange for MBNA America's payment to the Association of the Royalty required by Section 2(b) above.

d. The Association shall furnish MBNA America with a completed Internal Revenue Service Form W-9 as soon as practicable following the execution of this Agreement, but in no event more than thirty (30) days following the execution of this Agreement. The Association agrees that any Royalties accruing prior to the date the Association furnishes a completed Internal Revenue Service Form W-9 will be paid to the Association only after the Association furnishes such Form W-9 to MBNA America.

3. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

a. The Association agrees that during the term of this Agreement and any extension, the Association will not sell, rent or otherwise make its Mailing Lists, or information about its current or potential Members, available to any person or entity for the purpose of such

person or entity providing or promoting credit cards, charge cards or debit cards.

b. Nothing stated in this Agreement prohibits the Association from granting to other persons or entities a license to the right to access and the right to use the Mailing Lists in conjunction with any service or product other than for the purpose of such persons or entities providing or promoting credit cards, charge cards or debit cards.

4. RIGHTS AND RESPONSIBILITIES OF MBNA

a. MBNA America shall have the right to access and use the information contained in the Mailing Lists for the purpose of promoting MBNA America's credit cards, which shall include the right to copy and regenerate the Mailing Lists in new forms, but only so long as such access and use is consistent with this Agreement.

b. MBNA America shall use its best efforts not to permit any person or entity handling or accessing the information contained in a Mailing List to use it for any purpose not specifically permitted by this Agreement. MBNA America agrees to take such reasonable steps to protect the secrecy of the Mailing Lists and the information contained therein as are necessary to comply with the obligations specified in this Agreement. MBNA may use any third party to assist it in using the Mailing Lists as permitted in this Agreement.

c. MBNA America shall not be required to use every Member name it receives under its right to access and right to use the information contained in the Mailing Lists. MBNA America shall have the right to exclude Members from its promotional activities. MBNA America may choose to exclude a Member from its promotional activities based on factors including, without limitation, the following factors: (i) the appropriateness of the products offered; (ii) Members who have been denied credit from previous mailings; (iii) Members who reside in a foreign country; and (iv) Members who reside in states where credit card solicitations are prohibited by law or are subject to prohibitive legal or logistic conditions.

d. The right to access and right to use Mailing Lists are and shall remain the sole property of the Association. Except for a transfer pursuant to a permitted assignment of this Agreement, discussed below, MBNA America shall not license, sell, lease, exchange, disclose, or otherwise transfer in any manner the names, addresses, and/or telephone numbers that MBNA America receives, from the Mailing Lists. Notwithstanding the above, 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 the Association, provided, however, MBNA America shall not market the Customers for a credit card from another affinity group.

e. The Association may not assign or transfer its rights and/or obligations under this Agreement without the written consent of MBNA America. MBNA America may not assign or transfer its rights and/or obligations under this agreement without the written consent of the other

party; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

(i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or

(ii) to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or

(iii) to any Affiliate.

No assignment or transfer under Section 4(e) shall relieve MBNA America of its obligations and responsibilities under this Agreement.

5. CROSS INDEMNIFICATION

The Association and MBNA America (each individually the "indemnitor") will each indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors, and assigns (individually and together the "indemnified") from and against any and all loss, damage, liability, causes of action or claims, brought against the indemnified party, and the costs incurred in connection therewith by the indemnified, which result from a breach of this Agreement by the indemnitor or the indemnitor's directors, officers, agents, or employees in connection with the performance of this Agreement. 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.

6. CONFIDENTIALITY OF AGREEMENT

MBNA America and the Association expressly agree that the terms of this Agreement shall remain confidential as of the ___ day of January, 1994 and will not be disclosed to the general public or any third person, except by mutual written consent. However, MBNA America and the Association shall be permitted to disclose such terms to their employees, Board of Directors, accountants and their legal, financial, and marketing advisors as 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 6.

7. TERM OF AGREEMENT

The initial term of this Agreement will be for a five (5) year period beginning the ~~25th~~ day of January, 1994 and expiring at the end of business on the ~~25th~~ day of January, 1999. This Agreement will be automatically extended on the Anniversary Date for successive 2(two)

year periods unless notice is received of nonrenewal within ninety (90) days prior to the end of the initial term, or any 2(two) year extension thereof. In addition to the foregoing and Sections 9(a), after the initial term either party may terminate this Agreement by providing at least six months' prior written notice to the other party, as provided in Section 10(e).

8. STATE LAW GOVERNING AGREEMENT

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

9. TERMINATION

a. In the event of any material breach or default of this Agreement by MBNA America or the Association, the other party 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 sixty (60) days to cure the breach or default.

b. If either MBNA America or the Association become insolvent in that its liabilities exceed its assets, or are adjudicated insolvent, or take advantage of or are subject to any insolvency proceeding, or make an assignment for the benefit of creditors or are subject to receivership, conservatorship, or liquidation this Agreement shall immediately terminate. The license of the right to access and the right to use the Mailing lists granted by this Agreement shall not constitute assets or property of MBNA America in such proceeding that may be assigned or that may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

c. MBNA America's right to access and right to use the Mailing Lists shall immediately cease upon the termination or expiration of this Agreement, and all other rights and responsibilities under this Agreement, other than the provisions of Sections 5, 6, and this 9(c), terminate upon the termination or expiration of this Agreement. 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 the Association to the Members. MBNA America agrees that upon such termination or expiration it will not claim any right, title, or interest in or to the right to access or right to use the Mailing Lists and will immediately return to the Association all Mailing Lists and all copies thereof in its possession or under its control.

10. MISCELLANEOUS

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

b. 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.

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

d. 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.

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

(i) If to the Association:

THE ASSOCIATION OF FORMER STUDENTS OF
TEXAS A&M UNIVERSITY
The Corner of George Bush and Houston
Street
Clayton Williams Building
College Station, Texas 77844

ATTENTION: James M. Jeter
Associate Executive Director

ii) If to MBNA America:

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

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

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

f. 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.

g. It is agreed and understood between MBNA America and the Association that there is no intent to create a joint venture or a partnership between them and neither

MBNA America or the Association are agents, representatives, or employees of the other but are independent contractors.

h. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the Association 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.

THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY

Dated this 21 day of January, 1994

BY: James R. Matson
TITLE: Exec. Director

MBNA AMERICA BANK, N.A.

Dated this 5th day of January, 1994

BY: Gold T. Weaver
TITLE: sr Vice President

[Signature]
[Initials]

AAOX

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 17th day of December, 1995, by and between THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY (the "Association") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ASSOCIATION 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 the Association; and

WHEREAS, ASSOCIATION and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

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

1. The terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is assessed by MBNA America and paid by the Customer. \$2.00 (two dollars) 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 Preferred Credit Card Account (as of that account's anniversary date) where the Customer has active charging privileges and the accounts is in good standing.

\$6.00 (six dollars) for each Gold Credit Card Account for which the annual fee is assessed by MBNA America and paid by the Customer. \$4.00 (four dollars) 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 Gold Credit Card Account (as that account's anniversary date) where the Customer has active charging privileges and the accounts is in good standing.

2. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement, 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.

3. 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.

THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY

By: James R. Matson

Name: James R. Matson

Title: Exec. Dir.

MBNA AMERICA BANK, N.A.

By: [Signature]

Name: [Signature]

Title: Senior Executive Vice President

**ADDENDUM TO
THE TRADEMARK LICENSING AGREEMENT**

THIS ADDENDUM (the "Addendum"), is entered into this 19th day of DEC, 1995, by and between THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY, having its principal place of business in College Station, Texas (the "Association"), and MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America").

WHEREAS, Association entered into a Trademark licensing agreement with MBNA America dated February 1, 1994 (the "Original Agreement"); and

WHEREAS, the parties hereto desire to continue their relationship and to amend the Original Agreement to reflect, among other things, the Student Program, which MBNA America desires to offer as part of the Program to the Members of the Association and which Association desires to endorse and sponsor such benefits.

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

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

2. Section 1(f) of the Original Agreement is hereby amended and restated in its entirety as follows:

"Member" means a member of the Association ("Alumni Members"), students of Teas A&M University ("Student Members"), any other person who takes out an Affinity Card who is not a member or student and other participants mutually agreed to by the Association and MBNA America.

3. The provisions of Schedule A of the Original Agreement are amended to include the following sentence after the heading "SCHEDULE A" and before the Section entitled "TERMS AND FEATURES":

To the extent the provisions of this Schedule apply to Customers and/or Members, such provisions of this SCHEDULE A shall only apply to those Members who are not Student Members. For Student Members, the terms of SCHEDULE A1 shall only apply.

4. Effective DEC, 19, 1995, the Original Agreement is hereby amended to include the attached Schedule A1 and when the term "Schedule A" is referred to in the Original Agreement such term shall mean "Schedule A and Schedule A1."

5. Effective DEC, 19, 1995, the provisions of subsection A of Section 3 ("GUARANTEE AND ADVANCE ROYALTIES") of Schedule A of the Original Agreement are hereby deleted in their entirety.

6. **ADVANCES AGAINST ROYALTIES**

(a) Advance payments to the Association are expressly conditioned upon: (i) The Agreement remaining in full force and effect from February 1, 1994 to February 1, 1999; (ii) the Association permitting MBNA America to conduct (during each Agreement year) full marketing campaigns to all Members (e.g., at least two direct mail and telemarketing campaigns and on-campus direct promotion campaigns); and (iii) the Association not defaulting or breaching the terms of the Agreement.

Provided (i) Texas A&M University ("TAMU") does not enter into a relationship, directly or indirectly, with any third party, wherein TAMU endorses, sponsors, develops, aids or solicits a credit card, charge card, or other credit device program of any entity other than MBNA America (a "TAMU Default") and (ii) the conditions set forth in the first paragraph of this subsection are satisfied, MBNA America shall advance an amount equal to:

six hundred thousand dollars (\$600,000.00) less the compensation earned by TAMU from July 1, 1995 until the date of the full execution of this Addendum divided by the number of calendar quarters remaining until February 1, 1999)

for each **remaining** calendar quarter (including the 1st quarter of 1999). *For example, if this Addendum is fully executed in the fourth quarter of 1995 and TAMU has earned \$37,990.59 as of the date of the full execution, the first quarter 1995 advance will be \$40,143.52. {(\$600,000.00-\$37,990.59/14)}.*

(b) Any advance amounts(s) described in subsection (a) above shall be deducted from Royalties earned by the Association under this Agreement. Payment of any advance shall be made approximately forty-five (45) days from the beginning of the applicable calendar quarter.

(c) If at the end of the initial term (February 1, 1995 to February 1, 1999) all of the conditions set forth in the 1st paragraph of subsection (a) have been satisfied, the Association may keep all advances that have not been deducted from Royalties due under this Agreement.

(d) In the event that the conditions set forth in the first paragraph of subsection (a) are not satisfied, the Association agrees that (i) no future advances will be due the Association, and (ii) the portion of the advances paid to the Association that have not been deducted from Royalties due under this Agreement shall become immediately due and payable to MBNA America from the Association.

7. The provisions of Schedule B of the Original Agreement are amended to include only the following Trademarks:

TEXAS AGGIES
AGGIES
TAMU
ATM
GIG'EM AGGIES WITH OR WITHOUT DESIGN OF UPTURNED THUMB
OL SARGE WORDS AND/OR DESIGN
THE TWELFTH MAN
TEXAS A&M
TEXAS A&M UNIVERSITY
THE ASSOCIATION OF FORMER STUDENTS
SEAL OF THE ASSOCIATION OF FORMER STUDENTS

8. In the event of a conflict between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control.

9. The Original 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 either party or its employees, officers or agents shall be valid and binding.

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.

MBNA AMERICA BANK, N.A.

THE ASSOCIATION OF
FORMER STUDENTS OF
TEXAS A&M UNIVERSITY

By:

By:

Title:

Sarah E. ...
Vice President

Title:

Exec. Dir.

Date:

2.7.96

Date:

Dec. 19, 1995

**Schedule A1
(For Student Members)**

1. TERMS AND FEATURES

For Students Members and subject to the rights of MBNA America and the Association set out in paragraph 6 of this Agreement:

- There is No annual fee.
- The current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

2. ROYALTIES ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay Association Royalties calculated according to the following schedule, for those Student Member credit card accounts opened pursuant to the Program and with active charging privileges:

- \$1.00 for every new credit card account opened by a Student Member, which remains open for at least ninety (90) days.
- \$2.00 for each year a credit card account is renewed and an Annual fee is paid by a Student Member Customer. If no annual fee is assessed by MBNA America (other than a result of a courtesy waiver by MBNA America), then such royalty will be paid for each credit card account (as of that account's anniversary date) where the Student Member Customer has active charging privileges and the account is in good standing.
- \$0.25 per retail purchase transaction (net of any refunds, returns and unauthorized transactions, which shall be deducted by MBNA America) made by Student Member Customers.

Termination Agreement

This Termination Agreement is entered into this 18th day of December, 1995, by and between MBNA America Bank, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and the Texas A&M University, having its principal place of business in College Station, Texas ("TAMU").

WHEREAS, the parties are currently operating under an agreement last dated April 8, 1991, as amended (the "Agreement"), wherein MBNA America provides certain financial services to TAMU students; and

WHEREAS, the parties desire, for their mutual benefit, to terminate the Agreement, and to set out their respective post-expiration rights and responsibilities;

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The Effective Time is 11:59.59 p.m. (prevailing Eastern Time) on December 18, 1995 (the "Effective Time").
2. Notwithstanding anything contained in the Agreement and except as provided below in the immediately following sentence, the Agreement and all of its terms, including any Schedules, shall expire and be of no further force or effect as of the Effective Time. Sections 5, 7 and 8(c) of the Agreement shall survive the termination of the Agreement.
3. TAMU hereby grants MBNA America and its affiliates a limited, non-exclusive license to use the designs, logos, images, visual representations, service marks, trade dress, tradenames, or trademarks of TAMU listed on Exhibit A ("Trademarks"), attached hereto and made a part hereof, solely in conjunction with MBNA America's financial service programs with The Association of Former Students of Texas A&M University ("Program"), including the promotion thereof. This license shall remain in effect for the duration of the Program 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.
4. During the duration of the Program, TAMU shall permit MBNA America to have access to all TAMU property for the purposes of conducting tabling events to support the Program in accordance with current TAMU polices; access not to be unreasonably denied.
5. Upon the termination of the Program, MBNA America shall, in a manner consistent with the last sentence of this Section 4, cease to use the Trademarks. However, MBNA may conclude all solicitations that are required by law. Upon the termination of the Program, TAMU shall not attempt to cause the removal of the Trademarks from any

person's credit devices, checks or records of any MBNA America customer under the Program existing as of the effective date of the termination of the Program.

6. TAMU represents and warrants to MBNA America, as of the date hereof and during MBNA America's right to use the Trademarks and receive the Mailing List, that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Termination Agreement.

7. TAMU 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 breach of this Agreement by TAMU or MBNA America, respectively as the case may be, or its directors, officers or employees to the extent allowed by the laws of the State of Texas. TAMU 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 to the extent allowed by the laws of the State of Texas. 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.

8. TAMU hereby confirms that MBNA America is not and has never been in breach of the Agreement and that TAMU never had, does not now have, and believes, in good faith, that it will not have in the future, any claim, cause of action, or demand against MBNA America, or its affiliates, officers, or employees, that arose out of or that is any way related to the Agreement. TAMU understands and acknowledges that MBNA America is relying on the above statement in its execution of this Agreement.

9. (a) In the event of any material breach of this Termination Agreement by MBNA America or TAMU, the other party may terminate this Termination 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 Termination 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 Termination Agreement shall terminate sixty (60) days after the Cure Period.

(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 of the Program communicated by TAMU to the students or alumni of TAMU. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement.

10. This Termination 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.

11. The terms of the license granted pursuant to Section 3 of this Termination Agreement shall be governed by the laws of the State of Texas. The Program and any of the financial terms of the accounts opened under the Program 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. Each account opened pursuant to the Program shall be governed by and subject to the laws of the State of Delaware.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Termination Agreement as of the date first written above.

Texas A&M University

MBNA America Bank, N.A.

By: [Signature]

By: [Signature]

Name: JERRY GASTON

Name: [Signature]

Title: Vice President for Administration

Title: Senior Executive Vice President

EXHIBIT A

LICENSED MARKS OR TRADEMARKS

TEXAS AGGIES

UNIVERSITY RING CREST DESIGN (MAY NOT BE USED ON RINGS OF ANY TYPE)

TAMU AND/OR TEXAS A&M UNIVERSITY

ATM

UNIVERSITY SEAL

GIG'EM AGGIES WITH OR WITHOUT DESIGN OF UPTURNED THUMB

OLD SARGE WORDS AND/OR DESIGN

THE TWELFTH MAN

AGGIES

COLLEGE OF MEDICINE

GEOGRAPHIC AREA

USA

**PLUS MILES ADDENDUM
TO THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A & M UNIVERSITY
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 13 day of June, 1997 by and between Association of Former Students of Texas A & M University ("Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to a Trademark Licensing Agreement dated February 1, 1994, as amended by a letter agreement dated August 12, 1994, an addendum dated December 19, 1995, and an addendum dated May 13, 1997 (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 Association; and

WHEREAS, Association and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of Association's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association 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 Association under the Agreement.

3. Association 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 Association'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, Association 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. If MBNA America increases the Enrollment Charge for the Plus Miles Enhancement, MBNA America agrees to discuss with the Association raising the compensation paid for Plus Miles Credit Card Accounts.

5. Upon termination or expiration of the Agreement, or any aspect of the Program, Association shall not take action to cause the removal of Association'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, Association hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. Association represents and warrants that Association 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.

ASSOCIATION OF FORMER STUDENTS
OF TEXAS A & M UNIVERSITY

By: James R. Matson

Name: James R. Matson

Title: Exec. Director

MBNA AMERICA BANK, N.A.

By: John C. Richmond

Name: JOHN C. RICHMOND

Title: Sr. Ex. V. P.

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 Association 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. \$18.00 (eighteen 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.

**TERM EXTENSION ADDENDUM TO THE TRADEMARK LICENSING
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 13th day of MAY, 1997, (the "Effective Date") by and between the Association of Former Students of Texas A&M University ("Association") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association 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 Trademark Agreement. This Addendum and the Trademark Agreement are collectively hereinafter referred to as the "Agreement."
2. Section 8 of the Trademark Agreement is hereby amended to read in its entirety as follows:

The initial term for the Agreement will be for a ten year period beginning February 1, 1994 until April 30, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

3. Section 1 of the Trademark Agreement is hereby amended by deleting Section 1(c). The parties agree that "1(c)" will no longer be used in the numbering or lettering in the definitions section of the Trademark Agreement.
4. Section 1(a) of the Trademark Agreement is hereby amended to read in its entirety as follows:
 - (a) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

5. The parties acknowledge and agree that the modified definition in Section 4 of this Addendum is to replace and supersede all references to or related to the Affinity Cards or credit card accounts referred to in the Agreement or any other agreements, addenda or notices that may modify or amend the Agreement.
6. The parties acknowledge and agree that MBNA America's obligation to pay any additional advance payments to Association pursuant to Section 6 of the Addendum to the Trademark Licensing Agreement dated December 19, 1995 is hereby terminated.
7. The provisions of Schedule A of the Trademark Agreement are hereby deleted in their entirety, and the provisions in the attached Exhibit 1 of this Addendum are to replace the deleted Schedule A of the Trademark Agreement.
8. The parties acknowledge and agree that the provisions in Section 7 and Exhibit 1 of the Addendum are to replace and supersede all references to or related to renewal compensation referred to in the Agreement or any other agreements, addenda or notices that may modify or amend the Agreement.
9. Section 6 of the Trademark Agreement is hereby amended by adding new Section 6(c), which shall read as follows:

(c) Notwithstanding Section 6(a) of the Agreement, Association shall have the right, once each consecutive twelve (12) month period during the term of the Agreement, to request MBNA America's disclosure of the most favorable non-promotional APR MBNA America has offered in a solicitation to the members associated with any other single educational institution which fulfills all of the following criteria (a "Comparable Institution"): (i) has the same Royalty compensation formula rates for all types of new and renewed credit card accounts and retail balances as this Program (or each separate formula rate varies by no more than 20% from the same category of formula rate under the Program, *e.g.*, a variance of \$0.20 on \$1.00 for newly opened Credit Card Accounts); (ii) has substantially similar credit and fraud loss rates as this Program; and (iii) fulfills all of the following criteria:

- (1) during that twelve month period, has provided MBNA America with a mailing list(s) of at least 150,000 individual alumni (excluding all repetition or overlap of names);
- (2) is located in Texas.

MBNA America shall not be required to disclose the name of the educational institution upon which the above-referenced disclosures are based. Association shall have thirty (30) days after MBNA America's disclosure to request that MBNA America apply such APR. If Association exercises such right, and makes

such a request, MBNA America will, within one hundred twenty (120) days after such request, adjust the Program so that the aforementioned APR is made available to the Customers.

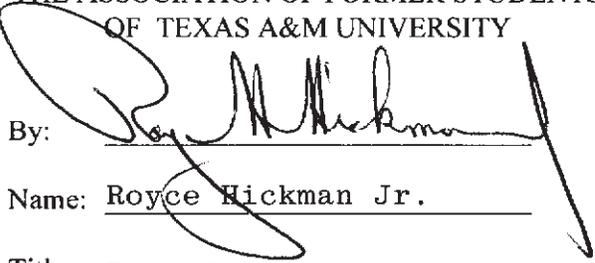
10. Section 11 of the Trademark Agreement is hereby amended by deleting the last sentence of section 11(e).

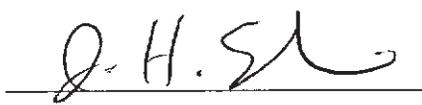
11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be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

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.

THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Royce Hickman Jr.

Name: _____

Title: President

Title: _____

EXHIBIT 1

SCHEDULE A

I. 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:

1. There is NO annual fee.
2. For Gold Credit Card Accounts the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. For Platinum Credit Card Accounts the current annual percentage rate will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. For Preferred Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. For Student Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency. A Student Credit Card Account is a Credit Card Account opened by a student of the Texas A&M University.
6. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Association 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:

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$4.00 (four dollar) for each Gold 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 Gold Credit Card Account where the Customer has active charging privileges and the account is in good standing.
3. \$4.00 (four dollar) for each Platinum 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 Platinum Credit Card Account where the Customer has active charging privileges and the account is in good standing.
4. \$2.00 (two dollar) for each Preferred or Student 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 Preferred or Student Credit Card Account where the Customer has active charging privileges and the account is in good standing.
5. 0.50% (one half of one percent) of all retail purchase, cash advance and cash equivalent transaction dollar volume generated by Customers using a Gold, Platinum or Preferred (but not a Student Credit Card Account) Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
6. \$0.25 (twenty five cents) for each retail purchase transaction made by a Customer using a Student Credit Card Account, excluding those transactions that:
 - (1) relate to refunds, returns and/or unauthorized transactions, and/or
 - (2) are cash equivalent transactions. A cash equivalent transaction is a transaction used to purchase wire transfers, money orders, bets, lottery tickets, or casino gaming chips, anywhere other than a bank.
7. MBNA America will have made available two (2) intern positions for employment during each year of the Agreement for students of the Texas A&M University in the Dallas office of MBNA Marketing Systems, Inc.
8. MBNA America will have available a position for a student-on-campus representative to be hired by MBNA Marketing System, Inc. to assist with the marketing of the Program.

III. ROYALTY ADVANCE & GUARANTEE

A. ROYALTY ADVANCE

Upon full execution of this Addendum, MBNA America shall pay to Association the sum of five million dollars (\$5,000,000.00), and upon each annual anniversary of the Effective Date of this Addendum, MBNA America shall pay to Association the sum of one million dollars (\$1,000,000.00) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Association, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iv) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Addendum as of the Effective Date;
- (ii) Association breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the current and updated list of Members during each consecutive twelve month period during the term of the Agreement; and
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least (3) telemarketing campaigns to the full current and updated list of Members during each consecutive twelve month period during the term of the Agreement.

B. ROYALTY GUARANTEE

Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than eleven million dollars (\$11,000,000.00) (the "Guarantee Amount") by the end of the initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Association has not accrued \$11,000,000.00 in Royalties, MBNA America will pay Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Association during the initial term of this Agreement and the amount of any unrecouped Advance(s).

Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent ^{ON} the non-occurrence of any of the conditions set forth in Subsection III. Subpart A, above.

TERM EXTENSION ADDENDUM TO THE MAILING LIST LICENSING AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 13th day of MAY, 1997, by and between the Association of Former Students of Texas A&M University ("Association") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to an affinity licensing (mailing list) agreement last dated January 25, 1994, 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 Association; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association 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 Original Agreement. This Addendum and the Original Agreement are collectively hereinafter referred to as the "Agreement."

2. Section 1(b) of the Original Agreement is hereby deleted in its entirety. The parties agree that "1(b)" will no longer be used in the numbering or lettering in the definitions section of the Original Agreement.

3. Section 7 of the Original Agreement is hereby amended to read in its entirety as follows:

The initial term for the Agreement will be for a ten year period beginning January 25, 1994 until April 30, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

4. The parties acknowledge and agree that Section 3 of this Addendum shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

5. Section 2(b) of the Original Agreement is hereby amended to read in its entirety as follows:

(b) In exchange for the Association licensing to MBNA America the right to access and the right to use the Mailing Lists in accordance with the terms of this Agreement, and for any and all past consideration paid by MBNA America for this right pursuant to the Original Agreement, MBNA America agrees to pay, during the term of the Agreement, the Association a Royalty of Ten Thousand Dollars (\$10,000.00) on each of the sixth, seventh, eighth, and ninth anniversary date of the original execution date of the Original Agreement. In addition, MBNA America will pay a Royalty of Ten Thousand Dollars (\$10,000.00) to the Association for each year of any two-year extension of this Agreement. Payment of the above Royalty expressly entitles MBNA America to the following:

- (i) MBNA America shall have the right to implement two full direct-mail campaigns during each year of the initial term of the Agreement and each year of any two-year extension of the Agreement;

- (ii) MBNA America shall have the right to implement two full telemarketing campaigns during each year of the initial term of the Agreement and each year of any two-year extension of the Agreement;
- (iii) MBNA America shall have the right to implement two full direct promotion campaigns during each year of the initial term of the Agreement and each year of any two-year extension of the Agreement; and
- (iv) MBNA America shall have the right to access and the right to use the Mailing Lists (which shall be updated by the Association at least annually) during each year of the initial term of the Agreement and each year of any two-year extension of the Agreement.

6. Section 3 of the Original Agreement is hereby amended by adding new Section 3(c) to read in its entirety as follows:

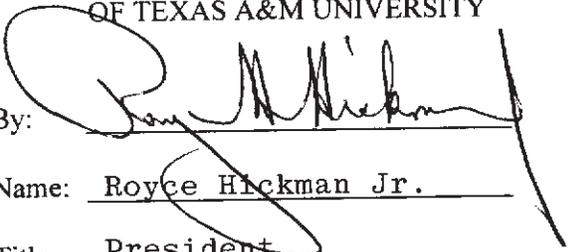
(c) The Association authorizes and allows MBNA America at its expense to solicit its Members in person or by mail, advertisements, and/or telephone for purposes of promoting MBNA America's credit card program. MBNA America may not telephone Members who have graduated from Texas A&M University on or before 1959, for participation in its credit card program unless MBNA America is offering an enhancement or upgrade to an existing customer's credit card account; provided however that the Association provides MBNA America with the information necessary for MBNA America to accurately determine the graduation date of any such Member.

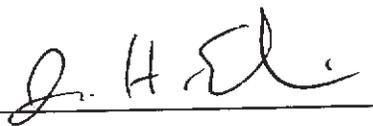
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be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

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.

THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY

MBNA AMERICA BANK, N.A.

By: 
 Name: Royce Hickman Jr.
 Title: President

By: 
 Name: _____
 Title: _____

**ADDENDUM TO THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY LICENSING AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 5 day of February, 2000, by and between The Association of Former Students of Texas A&M University ("Association") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to a licensing agreement dated February 1, 1994 (the "Original Agreement"), as the same was amended by letter dated August 12, 1994 (the "1994 Letter") and addenda dated December 19, 1995 (the "1995 Addendum"), May 13, 1997 (the "Extension Addendum") and June 13, 1997 (the "Plus Miles Addendum and together with the Original Agreement, the 1994 Letter, the 1995 Addendum and the Extension Addendum(the "Agreement"); and

WHEREAS, Association and MBNA America mutually desire to amend the Agreement to include MBNA America's: (i) Money Market Deposit Account and Certificate of Deposit Account Program, (the "Deposit Program"); (ii) Gold Option product ("Gold Option"); (iii) Gold Reserve product ("Gold Reserve"); and (iv) MBNA America's BusinessCard products ("BusinessCard"): each as a financial service provided by MBNA America and as another part of the Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Association 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 the Deposit Program, Gold Option, Gold Reserve and Business Card (as such products are more fully described on Attachment #1) are now a part of the Program (as such Deposit Program, Gold Option, Gold Reserve or Business Card 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, Gold Option, Gold Reserve and/or Business Card to some or all of the persons included on the lists provided by Association under the Agreement.
3. Association agrees to (i) exclusively endorse the Deposit Program, Gold Option, Gold Reserve and Business Card; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program similar to the Deposit Program or a loan program similar to Gold Option, Gold Reserve or Business Card. Subject to the foregoing, all of Association's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program, Gold Option, Gold Reserve and Business Card.
4. Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by Association to any person or entity to purchase MBNA America's services under the Deposit Program.
5. During the term of the Agreement, Association will receive the royalties set forth on Attachment #1, Section II

6. Upon termination or expiration of the Agreement, or any aspect of the Program, Association shall not take action to cause the removal of Association'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, Association hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. Association represents and warrants that Association has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. 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.

8. 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.

THE ASSOCIATION OF FORMER
STUDENTS OF TEXAS A&M UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Porter J. Gardner III

By: Michael Duvoak

Name: Porter J. Gardner III

Name: Michael Duvoak

Title: Executive Director

Title: SEVP

Date: February 5, 2001

Date: March 22, 2001

ATTACHMENT #1

I. 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. BUSINESS CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Preferred* and *Platinum Plus for Business*) opened by a Association 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 (*Preferred* and *Platinum Plus for Business*), in its sole discretion, from time to time.

1. The current annual fee for each business card issued to an individual or business entity (other than Association) pursuant to the BusinessCard program ("Customer"):

Preferred: \$25.00 per card.
Platinum Plus for Business: \$0.00 per card.

2. The current Annual Percentage Rate is: (i) for *Preferred*, a fixed rate of 17.99%; (ii) for *Platinum Plus for Business*, a fixed rate of 14.99%.

3. Subject to Association and MBNA America establishing a BusinessCard Credit Card Account relationship, any Employee BusinessCards that may be issued directly to Association for its business use by Association employees will have an annual fee priced as follows:

Preferred: The first fifteen cards: \$0.00 per card
Thereafter: \$25.00 per card
Platinum Plus for Business: \$0.00 per card.

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 \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 11.99%.

II. ROYALTY ARRANGEMENT

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Exhibit I, Schedule A Section III., A of the Extension Addendum.

A. BUSINESS CREDIT CARD ACCOUNTS

Compensation for Preferred:

1. \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
2. \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

Compensation for Platinum Plus for Business:

1. Twenty basis points (0.20%) 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).
2. Ten basis points (0.10%) of the retail purchase transaction dollar volume generated by employees using an Employee 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). Employee BusinessCard Credit Card Accounts shall not qualify for any other Royalty.

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 accounts which do not have active charging privileges.

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.

D. DEPOSIT ACCOUNTS

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

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

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

**TERM EXTENSION ADDENDUM TO THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY LICENSING AGREEMENT (TRADEMARK)**

THIS ADDENDUM (the "Addendum") is entered into this 26 day of Sept, 2003 by and between the Association of Former Students of Texas A&M ("Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to a licensing agreement (trademark), as the same was amended by letter dated August 12, 1994, two addenda dated December 19, 1995, addendum dated May 13, 1997, addendum dated June 13, 1997, and addendum dated February 5, 2001 (the "Agreement");

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

WHEREAS, Association and MBNA America mutually desire to amend the Agreement to include the frequent travel reward enhancement (the "Reward Enhancement") as another aspect of the Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association 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 following terms have the following meanings:
 - (a) "Alumni Reward Account" is a Reward Credit Card Account opened through an application coded by MBNA America as an alumni application.
 - (b) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
 - (c) "Student Reward Account" is a Reward Credit Card Account opened through an application coded by MBNA America as a student application.
3. The current term of the Agreement is hereby extended to end on April 30, 2014. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
4. 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 Association under the Agreement. The Reward Enhancement may be marketed under another name (e.g., World

Points). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

5. Association agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of Association's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

6. During the term of the Agreement, Association 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.

7. Upon termination or expiration of the Agreement, or any aspect of the Program, Association shall not take action to cause the removal of Association'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, Association hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. Association represents and warrants that Association has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

8. ADDITIONAL ADVANCES

(a) Upon May 1, 2004, MBNA America shall pay to Association the sum of Seven Million Three Hundred Thousand Dollars (\$7,300,000) (the "2004 Advance") as an advance against future Royalties, subject to the provisions set forth below. Commencing on May 1, 2005, and on each May 1st thereafter, up through May 1st 2013, MBNA America shall pay to Association One Million One Hundred Thousand Dollars (\$1,100,000) (each, an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. The 2004 Advance and the Additional Advances are each a "Renewal Advance". All Royalties accrued shall, in lieu of direct payment to Association, be applied against each of the Renewal Advances until such time as all Renewal Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Renewal Advances to Association hereunder, and (y) Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Renewal Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Renewal Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

(i) the Agreement is terminated prior to the end of the term;

(ii) Association breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) 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 two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(v) MBNA America is prohibited within reason from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; and

(vi) The Association endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

9. ROYALTY GUARANTEE.

Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Renewal Advances) equal to or greater than Seventeen Million Two Hundred Thousand (\$17,200,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of the Agreement Association has not accrued \$17,200,000 Royalties, MBNA America will pay Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Association during the term of this Agreement and all unrecouped Renewal Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 8(a), above.

10. In addition to Association's obligations under the Agreement to exclusively endorse the Program, Association 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.

11. 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 MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY

MBNA AMERICA BANK, N.A.

By:

Name:

Title:

Date:

Porter B. Garner III
Porter B. Garner III
EXECUTIVE DIRECTOR
September 26, 2003

By:

Name:

Title:

Date:

J. K.
Hal Erskine
SEVP
10/31/03

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 9.9%.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay Association 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. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$2.00 (two dollars) for each Student Reward 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 Student Reward 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. \$4.00 (four dollars) for each Alumni Reward 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 Alumni Reward 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.
- D. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume all cash advance and cash equivalent transaction dollar volume generated by Customers using generated by Customers using an Alumni Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

**DEPOSIT PROGRAM ADDENDUM
TO THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY
LICENSING AGREEMENT (TRADEMARK)**

THIS ADDENDUM (the "Addendum") is entered into as of the 26 day of March, 2007, (the "Addendum Effective Date"), by and between Association of Former Students of Texas A&M University ("Association") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank are parties to that certain Licensing Agreement (Trademark) dated as of February 1, 1994, as the same has been amended (the "Agreement") wherein Bank provides certain Credit Card Accounts to persons included in lists provided to Bank by or on behalf of Association; and,

WHEREAS, Association and Bank desire to clarify that money market deposit accounts and certificate of deposits accounts are considered Deposit Accounts under the Agreement and are part of Association's Program, and otherwise mutually desire to amend the Agreement to include other consumer deposit products, such as checking and savings accounts, checking accounts with debit card access and individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account") as another part of Association's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Association and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by Association under the Agreement (Mailing List) dated as of January 25, 1994, as amended.
3. Certain financial service products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or

Bank's affiliate's standard deposit agreements. Association will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. Association agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of Association's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, Association will receive the Royalties set forth below in consideration for Association's participation in the Deposits Program. Deposit Account Royalties will not be paid to Association on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.
 - (a) 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 under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (b) 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 under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter
 - (c) \$10 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (d) Customers will be eligible to participate in Bank's Keep The Change™ savings program. Subject to the rules of such savings program, and following the initial three month promotional period under such savings program, Bank or its affiliate will match an additional 10% of the Customer's Keep the Change transfers over the Bank's standard savings match for the period of time that the Customer's participating Deposit Accounts are under the Program.
6. The Royalties for Deposits set forth in Section 5 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 Deposits. For the sake of clarity, Bank shall pay all Royalties that accrue pursuant to Section 5 of this Addendum directly to Association and shall not apply such Royalties against any Advance(s) and/or Guarantee Amount that Association receives or may receive under the Agreement.

7. Notwithstanding anything contained in the Agreement to the contrary, Association acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using Association's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless Association consents to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and Association shall not take any action to cause the removal of, Association's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to Association; provided that Bank will not imply an endorsement of such other Bank deposit product or service by Association.

10. 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.

11. For a one (1) year period following the termination of the Deposit Program for any reason, Association agrees that neither Association nor any Association Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.

12. Association and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, 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 Association or Bank, respectively as the case may be, or its directors, officers or employees.

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

THE ASSOCIATION OF FORMER
STUDENTS OF TEXAS A&M
UNIVERSITY

FIA CARD SERVICES, N.A.

By: <u><i>Porter F. Garner III</i></u>	By: <u><i>Paul P. [Signature]</i></u>
Name: <u><i>PORTER F. GARNER III</i></u>	Name: <u><i>Paul P. [Signature]</i></u>
Title: <u><i>EXECUTIVE DIRECTOR</i></u>	Title: <u><i>SVP</i></u>
Date: <u><i>MARCH 24, 2007</i></u>	Date: <u><i>6/8/07</i></u>

**EMERGING CREDIT CARD ADDENDUM
TO THE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 23 day of October, 2007 (the "Addendum Effective Date"), by and between The Association of Former Students of Texas A&M University ("Association"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank are parties to an Licensing Agreement dated as of February 1, 1994 (the "Original Agreement", as the same has been amended (collectively, the "Agreement"), wherein Bank provides certain financial service products to certain persons included in certain lists provided to Bank by or on behalf of Association; and

WHEREAS, Association and Bank mutually desire to amend the Agreement to include the emerging credit program (as defined below) as another aspect of Association's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association 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 definitions are hereby amended to read in their entireties as follows:

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. As of the Addendum Effective Date, "Reward Credit Card Account" hereby replaces the term "Plus Miles Credit Card Account" and each reference to "Plus Miles Credit Card Account" in the Agreement shall be read as if such reference said "Reward Credit Card Account."

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts and Emerging Credit Card Reward Accounts. The Reward Enhancement may be marketed under another name(s) (e.g., **World Points**), as determined by Bank from time to time, in its sole discretion. As of the Addendum Effective Date, the term "Reward Enhancement" hereby replaces the term "Plus Miles" and each reference to Plus Miles in the Agreement shall be read as if such reference said Reward Enhancement.

3. The following definitions are hereby added to Section 1 of the Original Agreement as follows:

"Emerging Credit Card Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Royalty" means the compensation paid to Association pursuant to the Agreement.

4. As of the Addendum Effective Date, Section II of Attachment #1 of the Plus Miles Addendum dated June 13, 1997 is hereby deleted in its entirety.

5. Section II of Exhibit I to the Term Extension Addendum to the Trademark Licensing Agreement dated May 13, 1997 is hereby amended by adding new subsections 9 and 10, as set forth on Attachment #1, attached hereto and made a part hereof.

6. The parties agree that the current term of the Mailing List Licensing Agreement is hereby extended to end on April 30, 2014. Thereafter, the Mailing List Licensing 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 Mailing List Licensing Agreement, the renewal of the Mailing List Licensing Agreement, and all notices required to not renew the Mailing List Agreement.

7. Section 4(a) of the Mailing List Licensing Agreement is hereby amended to read in its entirety as follows:

“(a) Bank shall have the right to access and use the information contained in the Mailing Lists for the purpose of promoting Bank’s Credit Card Accounts, Emerging Credit Card Accounts, Reward Credit Card Accounts, Business Credit Card Accounts, Deposit Programs, Gold Option Accounts, and Gold Reserve Accounts, (as such terms are defined in the Licensing Agreement (Trademark), dated February 1, 1994, as amended), which shall include the right to copy and regenerate the Mailing Lists in new forms, but only so long as such access and use is consistent with this Agreement.”

8. 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. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

9. 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.

**ASSOCIATION OF FORMER STUDENTS FIA CARD SERVICES, N.A.
OF TEXAS A&M UNIVERSITY**

By: *Porter S. Garner III*
Name: *PORTER S. GARNER III*
Title: *EXECUTIVE DIRECTOR*
Date: *OCTOBER 23RD 2007*

By: *[Signature]*
Name: *DAVID BOURBON*
Title: *SUP*
Date: *11.9.07*

Attachment #1

9. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging 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 Emerging Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

10. EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Reward Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$3.00 (three dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than

as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward 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 Emerging Credit Card Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.

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

ASSOCIATION REWARDS ADDENDUM

8 THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into this January 1, 2007 by and between the Association of Former Students of Texas A&M University ("Association"), and FIA Card Services, N. A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank are parties to a Licensing Agreement (Trademark) dated February 1, 1994, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to Members; and

WHEREAS, Bank desires Association to provide goods and or services to the Customers in connection with Bank customer rewards program. Those specific goods and or services and their respective wholesale cost are described in Attachment #1 (collectively referred to as the "Association Rewards"), as the same may be amended from time to time;

WHEREAS, Association, desires to offer and provide to the Customers the Association Rewards.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereto 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. **RIGHTS AND RESPONSIBILITIES OF ASSOCIATION**
 - (a) Association shall provide and fulfill the Association Rewards described in Attachment #1, attached hereto and incorporated herein by reference, in the quantities and intervals specified by Bank, to the Customers specified by Bank (in Bank's sole discretion) and agrees to comply with Bank's rules and instructions as established for the customer reward program terms and conditions.
 - (b) All products and services delivered under this Agreement will meet or exceed Association's then-current standards and specifications, or as established between Association and Bank in writing or otherwise. Association shall purchase all products and services solely from suppliers who demonstrate, to Association's continuing reasonable satisfaction, the ability to meet Association's standards and specifications, and possess adequate quality controls and capacity to supply Association's needs promptly and reliably.
 - (c) Association shall provide to Bank a written accurate description of the Association Rewards.
 - (d) If for any reason the Association Rewards, or any portion thereof, is discontinued or terminated, Association agrees to abide by the terms originally communicated to those Customers who have already requested such Association Reward.
 - (e) Association shall notify Bank, of each modification to and/or termination of any Association Rewards in writing at least one hundred and twenty (120) days prior to the effective date of such modification or termination, or as otherwise mutually agreed to by Bank and Association. Association and Bank shall mutually agree in writing from time to time upon

additional Association Rewards to be provided or supplied by Association, and upon such agreement Attachment #1 shall be deemed amended to reflect the new Association Rewards without requiring any additional action by the parties.

(f) Association shall make all Association Rewards set forth in Attachment #1 available to Customers in connection with the Bank customer rewards program within ___ days after full execution of this Addendum. Association shall make any new Association Rewards available to Customers within ___ days after the parties agree to amend Attachment #1 to reflect the new Association Rewards.

(g) Association agrees that it is solely and exclusively responsible and liable for all suits, causes of action, express or implied warranties, damages, losses and claims of negligence or product liability arising from any and all Association Rewards provided by or on behalf Association regardless of whether such Association Rewards were provided for a price or free of charge.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank shall pay the wholesale cost as disclosed on Attachment #1 and incurred by Association for the Association Rewards.

(b) Bank shall design all advertising, solicitation and promotional materials with regard to the Association Rewards, all Association Reward fulfillment materials and Association Rewards advertising and solicitation materials to be used.

(c) Bank shall be solely responsible for all marketing of the Association Rewards. Bank shall have sole discretion in determining the method, manner, content and frequency of all such marketing.

(d) Bank shall have the right from time to time to audit Association's performance under this Agreement and to inspect samples to be delivered to the Customers prior to their intended delivery upon three (3) days' prior written notice. Such audits may take place at Association's facility or remotely, as determined by Bank. Association will cooperate with Bank in connection with such audits. Association shall not utilize any products or services governed under this Agreement until Association has received Bank's written approval, which will not be unreasonably withheld.

4. COMPENSATION

(a) In consideration for the Association Rewards to be provided or supplied by Association, Bank shall compensate Association on the terms and conditions set forth in Attachment #1, as the same may be amended from time to time and incorporated herein by this reference. Any costs or expenses incurred by Association in the performance of this Agreement which are not specifically set forth in Attachment #1 shall be the sole responsibility of Association.

(b) All invoices for payment shall be forwarded to Bank. Each invoice shall be itemized and detail all authorized expenses. Association shall provide Bank with such documents and information as requested by Bank to support any invoice. Invoices shall be payable within thirty (30) days of receipt. Disputed invoices shall be paid within thirty (30) days after resolution of the dispute. Bank may audit Association's records and shall be provided with a refund in the event of an overcharge.

(c) If during the term of this Agreement Association is unable or fails to fulfill its obligations under Attachment #1 of this Agreement, Bank may, in addition to any other right or remedy it has under this Agreement, utilize any Royalties accrued by Association during the term of this Agreement and otherwise payable to Association to perform some or all of Association's obligations set forth in Attachment #1, as appropriate, or to provide the Customers with a benefit similar in quality and value to the benefits set forth in Attachment #1.

5. **REPRESENTATIONS AND WARRANTIES**

Association represents and warrants to Bank as of the date hereof and throughout the term of this Agreement: (i) Association shall supply all Association Rewards in accordance with the terms of this Agreement and any additional Bank instructions, policies and procedures made known to it; (ii) Association shall perform all of its obligations under this Agreement in compliance with all applicable laws, ordinances, legislation and government agency orders and regulations; (iii) Association has a valid license to use, sublicense and distribute the third-party logos, trademarks, and other third party intellectual property used in conjunction with the Association Rewards supplied hereunder. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights. Upon request, Association shall provide Association with documentation evidencing Association's compliance with this representation; and (iv) Association has the means, methods and resources to perform its obligations under this Agreement.

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. 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.

**ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY**

By: 
Name: Porter S. Garner III
Title: Executive Director
Date: January 7, 2008

FIA CARD SERVICES, N.A.

By: 
Name: David Brook
Title: SVP
Date: 3.28.08

ATTACHMENT #1

ASSOCIATION REWARDS

Item	Cost	Quantity	Fulfillment
Men's Ring 10K	Up to \$1000	Unlimited	To follow Aggie Ring Deadlines and delivery schedule
Women's Ring 10K	Up to \$500	Unlimited	To follow Aggie Ring Deadlines and delivery schedule
Travel for 2 with Reveille to an away game	\$500	At least one per season	To be scheduled with the Association based on availability
Yell Practice march to Kyle Field	\$500	At least one per season	To be scheduled with the Association based on availability
Parking Space for football season	\$500	At least one per season	Fulfilled by the Association within 10 days of redemption
Catered dinner – key place on campus	\$250	At least one annually	To be scheduled with the Association based on availability
Football autographed by head coach	\$50	Up to 5 per season	To be fulfilled by the Association within 10 days of redemption
Dinner at building	\$50 per person	At least one annually	To be scheduled with the Association based on availability
Help present check to Aggie Band at halftime	\$100	At least one annually	To be scheduled with the Association based on availability
Traveling Aggies trip	\$2000	At least one annually	To be fulfilled by the Association within 10 days of redemption
\$50 Gift Certificate to Official Team Shop	\$50	Unlimited	Barnes and Noble gift cards to be purchased and fulfilled by FIA Card Services
Reviewing Stand	\$250	Up to two per season	To be scheduled with the Association based on availability
Behind the scenes tours (locker rooms, video control room, research etc)	\$5 per person	Up to five per season	To be scheduled with the Association based on availability

**AUTO LOAN PRODUCT ADDENDUM
TO THE LICENSING AGREEMENT (TRADEMARK)**

LB

THIS ADDENDUM (the "Addendum") is entered into as of the 6 day of January ~~2008~~, (the "Addendum Effective Date") by and between The Association of Former Students of Texas A&M University ("Association") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank, are parties to a Licensing Agreement (Trademark) dated as of February 1, 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 Association; and,

WHEREAS, Association and Bank mutually desire to amend the Agreement to include "Auto Loan Products", as defined below, as part of the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Association 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 Original Agreement.

2. Section 1 of the Agreement is hereby amended to include the following definitions.

"Auto Loan Account" means a direct purchase money installment loan secured by an Auto Loan Product which is opened pursuant to the Program

"Auto Loan Products" means new or used automobile or light truck loans.

"Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products.

3. The parties agree that Auto Loan Products are now part of the Program (as such Auto Loan Products and Program may be adjusted or amended from time to time by BANK, in its sole discretion). Bank may, at its option, offer the Auto Loan Products to some or all of the Members, including without limitation those persons included on the lists provided by Association under the Agreement. Bank may offer Auto Loan Products through an affiliate, including without limitation, Bank of America, N.A.

4. Notwithstanding anything in the Agreement to the contrary, Association hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks, which shall be limited solely to the Trademarks for the Association and will not include the full list of Trademarks defined in the Agreement, in conjunction with the Auto Loan Products, including the promotion thereof. Bank's use of the Trademarks, which shall be at Bank's option, shall be subject to Association's review and approval rights set forth in Section 2 of the Agreement. This license shall be transferred upon assignment of the Agreement. This license shall remain in effect for the duration of this Addendum 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.

5. Association agrees to exclusively endorse Auto Loan Products; and that neither Association, nor any Association Affiliate will, by itself or in conjunction with others, directly or indirectly sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Product, including Auto Loan Products, of any entity other than Bank. Subject to the foregoing, all of Association's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Auto Loan Products.

6. Association authorizes Bank, at no cost to Bank, to solicit Member for the Auto Loan Products through Association's home page and other prominent locations within the internet site(s) of Association. During the term of the Agreement, Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for an Auto Loan Product. Association will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Auto Loan Product material, Association will provide Bank with the ability to access any and all pages within the Association internet site(s), including without limitation any "members only" or other restricted access pages.

7. Notwithstanding anything contained in the Agreement to the contrary, Association acknowledges and agrees that Bank may market any financial products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Auto Loan Products and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, an Auto Loan Product or Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. During the term of the Auto Loan Products Addendum, Bank will pay Association the following Auto Loan Account Royalty: 0.25% (twenty-five basis points) of the amount initially funded for each Auto Loan Account opened pursuant to the Program and which remains open for a least ninety (90) consecutive days. Auto Loan Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Accounts in the Agreement will not apply to Auto Loan Accounts. Payments will be made

approximately forty-five (45) days after the end of each calendar quarter. For the sake of clarity, all royalties that accrue for Auto Loan Accounts shall not be applied against any Advance(s) Bank has paid to Association under the Agreement nor will such royalties count for calculation of the Guarantee.

9. The term of this Addendum will begin on the Addendum Effective Date and end on the earlier of: (i) the first anniversary of the Addendum Effective Date, or (ii) upon the expiration or termination of the Agreement.

10. 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. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement relating to the Auto Loan Products apply equally to Bank of America, N.A. and its successors and assigns.

11. 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.

THE ASSOCIATION OF FORMER
STUDENTS OF TEXAS A&M
UNIVERSITY

FIA CARD SERVICES, N.A.

By: *Porter S. Garner III*

By: *Jeffrey A. Noewine*

Name: *Porter S. Garner III*

Name: *Jeffrey A. Noewine*

Title: *PRESIDENT*

Title: *SVP*

Date: *Jan. 6, 2009*

Date: ~~10/2/09~~ 10 Feb 09

**AMENDMENT TO THE DEPOSIT PROGRAM ADDENDUM
TO THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY
LICENSING AGREEMENT (TRADEMARK)**

THIS AMENDMENT (the "Amendment") is entered into as of the 15th day of January, 2010 (the "Amendment Effective Date"), by and between The Association of Former Students of Texas A&M University ("The Association") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, The Association and Bank are parties to that certain Licensing Agreement (Trademark) dated as of February 1, 1994, as the same has been amended, including, without limitation, by that certain Deposit Program Addendum dated as of March 26, 2007 (the "Deposit Program Addendum," and collectively with all other addenda thereto, the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of Association; and

WHEREAS, The Association and Bank mutually desire to amend the Deposit Program Addendum and to otherwise amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, The Association and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
2. Bank hereby rescinds its notice of intent to terminate the Deposit Program Addendum, dated as of September 23, 2009, such that it is null and void and no longer of any force or effect.
3. Effective April 1, 2010, Sections 5 and 6 of the Deposit Program Addendum are hereby amended to read in their entireties as follows:

"5. During the term of the Agreement, The Association will receive the Royalties for the Deposit Accounts set forth below and will not receive Royalties for any other Deposit Accounts. Deposit Account Royalties will not be paid to The Association on any existing deposit account that is converted to the Deposit Program. However, Bank in its sole discretion may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.

- (a) 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the money market Deposit Accounts (including individual retirement money market Deposit Accounts) opened under the Program.
- (b) 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit Deposit Accounts (including individual retirement certificate of deposit Deposit Accounts) opened under the Program.
- (c) \$2.00 (two dollars) for each new checking Deposit Account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$1.00 (one dollar) for every checking Deposit Account opened under the Program that has a positive

balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.

- (d) 0.10 % (ten basis points) of Net New Purchases. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

"Net New Purchases" equals the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

6. For the sake of clarity, all Royalties that accrue for Deposit Accounts shall be paid directly to The Association, and will not be applied to any Renewal Advance or Guarantee Amount under the Agreement."

4. Section 8 of the Deposit Program Addendum is hereby amended to read in its entirety as follows:

"8. The term of the Deposit Program Addendum, as amended by this Amendment, shall run co-terminus with the term of the Agreement. Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program Addendum only."

5. The following definition is hereby added to Section 1 of the Agreement:

"**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."

6. 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 Amendment Effective Date, has more than a de minimis adverse impact on Bank's deposits business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify Association in writing of Bank's desire to renegotiate the deposits Royalties and any other financial terms in this Amendment to address the Impact. If, within thirty (30) business days after Association's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the deposits Royalties and other financial terms to address the Impact, Bank shall have the right to terminate the Deposit Program Addendum, as amended, without penalty or liability to Association, upon ninety (90) days advance written notice.

7. In the event that Applicable Law has or will have a material adverse effect on Bank's deposits business (as determined in Bank's sole discretion) ("Event"), Bank may notify Association in writing of Bank's desire to renegotiate the terms of the Deposit Program Addendum, as amended, to address the Event. If, within thirty (30) business days after Association's receipt of Bank's notice, the parties have not, for

whatever reason, fully executed an amendment to the Deposit Program Addendum that is satisfactory to both parties, Bank shall have the right to terminate the Deposit Program Addendum, as amended, without penalty or liability to Association, upon ninety (90) days advance written notice.

8. Sections B, C, and D of Section II of Attachment #1 of that certain Addendum to the Agreement dated as of February 5, 2001 are hereby deleted from the Agreement in their entireties.

9. Except as amended by this Amendment, all of the terms, conditions and covenants of the Agreement, including without limitation the Deposit Program Addendum, are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Amendment and the Agreement shall be governed by this Amendment. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Amendment, 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. This Amendment 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 Amendment, 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 Amendment as of the Amendment Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Amendment for and on behalf of such party.

THE ASSOCIATION OF FORMER STUDENTS
OF TEXAS A&M UNIVERSITY

FIA CARD SERVICES, N.A.

By: *Porter S. Garner III*

By: *Stephen Doan*

Name: *Porter S. Garner III*

Name: *Stephen Doan*

Title: *PRESIDENT & CEO*

Title: *S. J. P.*

MARKETING AND SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT inclusive of Exhibit A, attached hereto (collectively, the "Agreement"), is entered into this 15th day of January, 2010 (the "Effective Date") by and between FIA Card Services, N.A. (fka MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("**Bank**"), Texas A&M Sports Properties, LLC, a corporation having its principal place of business in College Station, Texas ("**Sports Properties**") and The Association of Former Students of Texas A&M University, a non-profit corporation having its principal place of business in College Station, Texas ("**The Association**"), for themselves and their respective successors and assigns.

WHEREAS, Bank and The Association are parties to a Mailing List Licensing Agreement dated January 25, 2004, as amended, and a Trademark Licensing Agreement dated February 1, 2004, as amended (the "Mailing List Agreement" and "Trademark Agreement," respectively, and together, the "Affinity Agreements"), for the establishment and administration of a financial services program ("Program") available to Members (as defined in the Affinity Agreements) of The Association; and

WHEREAS, Bank and The Association desire to promote the Program and the products and services offered under the Program at or in connection with Texas A&M University ("Texas A&M") athletic venues and/or events; and

WHEREAS, Texas A&M, through its Athletic Department, has an agreement with Sports Properties (the "Texas A&M-Sports Properties Agreement") to perform certain promotional activities for Texas A&M; and

WHEREAS, pursuant to the authority granted to Sports Properties under the Texas A&M-Sports Properties Agreement, Sports Properties will make available to Bank the marketing and other opportunities as more fully described in this Agreement in exchange for sponsorship of Texas A&M athletics also as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Agreement.
2. Sports Properties shall, and, as applicable, shall cause Texas A&M, to provide to Bank the marketing opportunities, access, experiences, and items set forth and more fully described in Exhibit A during each consecutive twelve month period during the term of this Agreement (each the "Annual Marketing Opportunity"). The parties agree that each obligation to provide each item of each Annual Marketing Opportunity is a material obligation of Sports Properties to Bank. Bank reserves the right of prior written approval of all materials concerning or related to the Program to be used in connection with any item of each Annual Marketing Opportunity.

3. In exchange for Bank's right to receive each item of each Annual Marketing Opportunity, The Association agrees to pay as follows: Sports Properties will invoice The Association twice per calendar year during the term of the Agreement, in increments of \$25,000 per invoice. The first invoice will be dated and mailed February 1 of each calendar year during the term of the Agreement; the second invoice will be dated and mailed August 1 of each calendar year during the term of the Agreement. Payment terms shall be net 30 days. Invoicing and payment shall commence in February 2010 and continue on this schedule for the duration of the Agreement. The Association shall be solely and exclusively liable for payment of the amounts due to Sports Properties under this Agreement. In no event shall Bank bear any liability or responsibility for the payment or non-payment of any amounts due to Sports Properties under this Agreement.
4. The term of this Agreement begins on the Effective Date and will end on April 30, 2014.
5. In the event of any material breach of this Agreement by any party, either of the other parties may terminate this Agreement by giving notice, as provided herein, to both the breaching party and non-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 the breach within thirty (30) days after receipt of notice (the "Cure Period"), then this Agreement shall terminate at the end of the Cure Period.
6. Each party represents and warrants to the other parties 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 all of its obligations under this Agreement, and in the case of Sports Properties, to grant all of the rights and opportunities set forth in Exhibit A herein;
 - (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 negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect; and
 - (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.
7. Each party will indemnify and hold harmless the other parties and their respective directors, trustees, officers, agents, employees, affiliates, insurers, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs

incurred in connection therewith, resulting from the material breach of this Agreement by such party, or its directors, trustees, officers or employees. Each party will promptly notify the other parties upon learning of any claims or complaints that may reasonably result in indemnification hereunder.

8. The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party (the "Disclosing Party") to another party (the "Receiving Party") prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("**Information**") are confidential as of the date of disclosure. Such Information will not be disclosed by the Receiving Party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. A Receiving Party will be permitted to disclose such Information (i) to its accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their duties, provided that said persons agree to treat the Information as confidential in the above described manner, (ii) to another party to this Agreement as necessary for the performance of such party's duties under this Agreement, provided that such party agrees to treat the Information as confidential in the above described manner, and (iii) as required by law or requested by any governmental regulatory authority.

9. All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

If to Sports Properties:

TEXAS A&M SPORTS PROPERTIES, LLC
Kyle Field Room #110
161 Wellborn Road
College Station, TX 77840-2876

ATTENTION: David Lawrence
General Manager

Fax #: (979) 845-0595

If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

If to The Association:

THE ASSOCIATION OF FORMER STUDENTS OF TEXAS A&M UNIVERSITY
505 George Bush Drive
College Station, TX 77840-2918

ATTENTION: Porter S. Garner III
President and CEO

Fax # (979) 862-2018

Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

10. The rights and obligations in Sections 7, 8, 16, and Exhibit A, Section V.B will survive any termination of this Agreement.
11. The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
12. The parties are not agents, representatives or employees of each other and no party will have the power to obligate or bind another party in any manner, except as otherwise expressly provided by this Agreement.
13. If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
14. 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. Notwithstanding the foregoing, this Agreement does not and is not intended to alter or amend any aspect or provision of the Affinity Agreements between The Association and Bank. Bank may utilize the services of any third party in fulfilling its obligations or exercising its rights under this Agreement. Sports Properties acknowledges that certain financial products or services available under the Program may be offered through Bank's affiliates.
15. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than The Association, Sports Properties, and Bank, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

16. No party to this Agreement shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of any other party or any of such party's affiliates, whether or not the statement is true and whether or not it is characterized as confidential.

17. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

18. This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against any party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

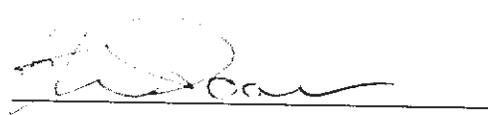
19. This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. This Agreement shall be binding upon the parties' successors and permitted assigns.

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

**TEXAS A&M SPORTS
PROPERTIES, LLC.**

By: 
Name: DAVID LAWRENCE
Title: GM
Date: _____

FIA CARD SERVICES, N.A.

By: 
Name: Stephen Dean
Title: S.S.F.
Date: 9-10-10

**THE ASSOCIATION OF FORMER
STUDENTS OF TEXAS A&M UNIVERSITY**

By: 
Name: PORTER S. GARNER III
Title: PRESIDENT & CEO
Date: MARCH 2, 2010

EXHIBIT A

ANNUAL MARKETING OPPORTUNITY

Sports Properties shall be responsible for providing the items described below to Bank free-of-charge (except as otherwise specifically provided in the Agreement and this Exhibit A) during each consecutive twelve month period during the term of this Agreement. Sports Properties obligations hereunder include, without limitation, the obligation to obtain all necessary or appropriate consents and clearances, and to make all necessary or appropriate payments to third parties, to permit use of the items described below by Bank as provided in this Agreement. For the avoidance of doubt, during the term of this Agreement, similar direct promotion, ticket and other rights specified under this Exhibit A shall extend to, and be provided by, or arranged for by, Sports Properties in any new, successor or substitute athletic facility to any of the athletic facilities specified in or contemplated under this Exhibit A.

I. ADVERTISING AND SIGNAGE

A. Signage in Kyle Field

1. Four (4) video board replays at every home football game, which includes LED ribbon board support
2. One static logo position on the North End Zone ribbons for one half of every home football game

B. Print Media

1. Inserts promoting the Program in all season ticket mailings
2. One full page ad in football programs per game

C. Internet

Bank may advertise the Program on the official Internet site of Texas A&M athletics, currently AggieAthletics.com, at a minimum as follows:

1. Skyscraper on home page above fold
2. Static placement on home page below fold
3. Static placement on football schedule page above fold
4. Ad in all-access pre-roll

Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of account under the Program. Sports Properties will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, Sports Properties will provide Bank with the ability to access any and all pages within AggieAthletics.com (or any successor or replacement site), including without limitation any "members only" or other restricted access pages.

II. PROMOTIONAL OPPORTUNITIES

A. Direct Promotion

1. Bank may solicit participation in the Program at Texas A&M football games as described in paragraph 5, below, and at such other Texas A&M athletic events as Sports Properties and Bank may mutually agree upon from time to time during the term of this Agreement (each, a "Direct Promotion Event").
2. Bank may distribute marketing materials and solicit applications for accounts under the Program at each Direct Promotion Event.
3. Subject to applicable law and regulation, Bank may distribute gifts for applicants and/or other premium items suitable in Bank's judgment for the promotion of the Program and the solicitation of account applications thereunder at each Direct Promotion Event. Such gifts and/or premiums may bear the trademarks of Bank or any Bank affiliate and/or one or more of the trademarks used pursuant to the license granted by The Association pursuant to the License Agreement.
4. Sports Properties shall, or shall cause Texas A&M, to provide the following to Bank in connection with each Direct Promotion Event including without limitation the Direct Promotion Events described in paragraph 5, below:
 - a. Necessary access (e.g., passes, credentials, etc.) to the facility where the Direct Promotion Event will be held to all Bank employees and agents scheduled to conduct the Direct Promotion Event for Bank.
 - b. Reasonable vehicular access in close proximity to the specific locations within the facility where the Direct Promotion Event will be held, before and after the event, to allow for unloading/loading of materials.
5. During each football season during the term, Bank may conduct Direct Promotion Events at two (2) mutually agreed upon football games per season from two (2) prominent locations within Kyle Field per game for up to four (4) hours prior to game time for each game.
6. Bank and Sports Properties will mutually agree upon any issues concerning Direct Promotion Events not specifically mentioned in this Agreement and both parties agree to be reasonable.

B. Other Promotional Opportunities

1. Half-time promotion of the Program at two (2) men's and two (2) women's home basketball games during each respective basketball season during the term. Bank and Sports Properties will mutually agree upon the type, manner, logistics, and like details of each such half-time promotion.

2. One (1) pre-game public address announcement in conjunction with each Direct Promotion Event. Each such announcement will promote the Program and invite fans to visit the location(s) of the Direct Promotion Event within the athletic facility.

III. TICKETS

- A. Sports Properties will provide one pair of lower level tickets and a parking pass for each Texas A&M home game during the term of this Agreement for each sports team listed below:

1. football
2. men's basketball
3. women's basketball

- B. Bank may utilize the tickets referenced above in connection with the promotion of the Program including without limitation in connection with any of the promotional opportunities set forth in this Agreement.

IV. AGGIE REWARDS

- A. Sports Properties will make available as part of Bank's credit card reward enhancement currently known as Aggie Rewards the following experiences, and such other experiences as Sports Properties and Bank mutually agree upon, during each consecutive twelve month period during the term of this Agreement:

1. two (2) sideline passes at two (2) home football games per season
2. Zone Club access for two (2) people at each of two (2) home football games per season.

- B. Sports Properties agrees that it is solely and exclusively responsible and liable for all suits, causes of action, express or implied warranties, damages, losses and claims of negligence or product liability arising from any and all experiences that Sports Properties makes available under this Agreement regardless of whether such experiences were provided for a price or free of charge.