

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 JACKSON STATE UNIVERSITY, an educational institution having its principal place of business in Jackson, Mississippi (hereinafter referred to as "JSU") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means May 31, 1998 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, and travel and entertainment card services, residential phone services, and deposit services.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of JSU plus other participants mutually agreed to by JSU and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, tradename, or trademark presently used or acquired by JSU during the term of this Agreement.

2. AGREEMENT TO PROVIDE FINANCIAL SERVICES

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

3. RIGHTS AND RESPONSIBILITIES OF JSU

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

(b) JSU authorizes MBNA America and TNGS to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

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

(d) JSU 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 JSU.

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

(f) JSU warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. JSU hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by JSU during the term of this Agreement. Nothing stated in this Agreement prohibits JSU from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Services.

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

4. 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 concerning or related to the Program.

(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 or Member's accounts independent of JSU and TNGS.

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

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

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

7. RATE AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period beginning May 31, 1993 until May 31, 1998. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least twelve (12) months prior to the Anniversary Date as it may be extended, to the other party of its intention not to renew.

(b) Schedules A and B are accurate as of May 1, 1993, and MBNA America shall not adjust the rate provisions of these Schedules A and B for 90 days from such date.

(c) MBNA America and TNGS 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 JSU to the Members. Upon termination or expiration of this Agreement, JSU shall not take action with MBNA America, TNGS or any other person to cause the removal of JSU's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

(b) If either MBNA America or JSU becomes insolvent in that its liabilities exceed assets, or is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any licenses granted or Mailing Lists provided under this Agreement shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

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

12. MISCELLANEOUS

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

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

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

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

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

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

(i) If to JSU:

JACKSON STATE UNIVERSITY
1609 West Pearl Street
Jackson, Mississippi 39203
ATTENTION: Dr. Hilliard L. Lackey, Director of Alumni Affairs

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. William P. Morrison, Executive Vice President

(iii) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES
855 Boylston Street
Boston, Massachusetts 02116
ATTENTION: Mr. Al Tringali, Senior Vice President

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

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

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

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

(j) TRANS NATIONAL GROUP SERVICES, is the designation of its trustees for the time being under Declaration of Trust dated November 30, 1988. As between JSU and TNGS, JSU 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 by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

JACKSON STATE UNIVERSITY

Dated this 2nd day of
June, 1993

By: Melvine L. Conroy
Title: President, JSU
National Alumni Assn.

MBNA AMERICA BANK N.A.

Dated this 20th day of
March, 1993

By: James C. O'Neil
Title: Executive Vice President

TRANS NATIONAL GROUP SERVICES

Dated this _____ day of
, 1993

By: _____
Title: Senior Vice President Financial Services

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

- * There is NO Annual Fee for the first year for the Members.
- * The Annual Fee when applied, is : \$40.00 Gold Credit Card Account
\$20.00 Preferred Credit Card Account
- * The current Annual Percentage Rate for Alumni will be a fixed rate of 17.9%, or a variable rate of prime plus 9.9%, which is currently 15.9%. 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.
- * The current Annual Percentage Rate for Student Members of JSU is 18.9%.

B. GOLD RESERVE ACCOUNTS

- * There is NO Annual Fee for the first year for the first six (6) months for the Members.
- * The Annual Fee for the second six (6) months, when applied, is \$7.50.
- * Thereafter the Annual Fee, when applied, is \$15.00.
- * The current Annual Percentage Rate is 17.9%.

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Member of JSU, which remains open for at least ninety (90) days.
- * \$3.00 for each year a Credit Card Account is renewed by a Member of JSU, and an Annual fee is paid by Customer.
- * \$0.15 per retail transaction made by Alumni Members of JSU (net refunds and returns).
- * .15 of 1% of all retail purchase transactions made by Student Customers (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS
(OFFERED TO ALUMNI MEMBERS ONLY)

1. **\$.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.**
2. **0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.**
3. **\$2.00 for each Gold Reserve Account Renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.**

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

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

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

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

III. MMDA AND CD

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

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of JSU Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of JSU Members obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

5/13/93

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ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 10th day of November, 1994, by and between JACKSON STATE UNIVERSITY ("JSU") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, JSU 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 JSU; and

WHEREAS, JSU 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, JSU and MBNA America agree as follows:

1. Effective as of January 1, 1995, 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 Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance other than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

2. 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.

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 or 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.

JACKSON STATE UNIVERSITY
By: National Alumni Assn. Inc.
Name: Albena L. Loney
Title: President

MBNA AMERICA BANK, N.A.
By: Howard C. Wallace
Name: Howard C. Wallace
Title: Executive Vice President

FIA CARD SERVICES®

September 6, 2011

Mr. Terri Woodard
President
Jackson State University
P.O. Box 17820
Jackson, MS 39217

RE: The Agreement by and between Jackson State University ("JSU") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), last dated March 20, 1995, as the same has been amended (the "Agreement")

Dear Mr. Woodard:

It is my understanding that FIA and JSU both desire to terminate the Agreement. To facilitate this termination we have prepared this letter ("Letter") to be executed by both parties, setting forth the terms upon which FIA and JSU agree to terminate the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Agreement shall be deemed terminated effective as of October 31, 2011 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement. FIA and JSU agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution.

Notwithstanding anything to the contrary in the Agreement, FIA and JSU agree that, as of the date this Letter has been fully executed, JSU may solicit proposals for programs offering and/or discuss with any organization other than FIA the providing of any Financial Service Products of any entity other than FIA; provided, however, JSU shall not, directly or indirectly, prior to the Termination Date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than FIA, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than FIA.

The parties agree that the following new Section 11(d) is hereby added to the Agreement:

"(d) Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement, FIA will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from FIA's marketing channels; (ii) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. JSU shall not attempt to cause the removal of Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and

FIA shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

Within forty-five (45) days after the end of the first calendar quarter after the Termination Date, FIA shall pay any remaining Royalty compensation due to JSU under the Agreement through and including the Termination Date. Thereafter, no compensation shall be due to JSU.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement shall be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

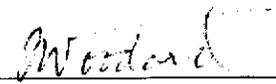
If you have any questions, please contact me at 404.607.3139.

Sincerely,

Marc F. Caren
Vice President

ACCEPTED AND AGREED:

JACKSON STATE UNIVERSITY

BY: 
NAME: Terry L. Woodard
TITLE: President
DATE: 9/21/2011

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: 
NAME: CHRISTIAN HAWWASCOTT
TITLE: SVP, CONTRACT COE
DATE: 9/03/11