

## AGREEMENT

This Agreement is entered into as of this 31<sup>st</sup> day of Dec, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and LOUISIANA STATE UNIVERSITY MEDICAL CENTER FOUNDATION, an educational institution having its principal place of business at 1600 Canal Street, New Orleans, Louisiana ("LSUMCF") for themselves, and their respective successors and assigns.

### 1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Platinum Account" is a Credit Card Account which is a Platinum Plus MasterCard or Visa account, but for which the frequent travel reward enhancement known as "Plus Miles" has not been accepted. A "Plus Miles Account" is a Credit Card Account for which Plus Miles has been accepted by the Customer. An "Alumni Customer Credit Card Account" is a Credit Card Account (other than a Platinum Account) without the Plus Miles enhancement, where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account (other than a Platinum Account) without the Plus Miles enhancement, where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by LSUMCF or the Customer as an undergraduate student of Louisiana State University Medical Center Foundation.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs and travel and entertainment or frequent travel reward card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby LSUMCF conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which LSUMCF complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means undergraduate students, graduate students, alumni of Louisiana State University Medical Center Foundation and/or other potential participants mutually agreed to by LSUMCF and MBNA America.

(i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(j) "Royalties" means the compensation set forth in Schedule B.

(k) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by LSUMCF during the term of this Agreement.

## **2. RIGHTS AND RESPONSIBILITIES OF LSUMCF**

(a) LSUMCF agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, LSUMCF may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by LSUMCF of said financial institution or the advertised Financial Service Product.

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

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

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

(e) Upon the request of MBNA America, LSUMCF shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by LSUMCF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due LSUMCF. Each Mailing List shall contain at least thirty thousand (30,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) LSUMCF shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to LSUMCF. Notwithstanding the above, LSUMCF may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to LSUMCF. Any correspondence received by LSUMCF that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) LSUMCF hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits LSUMCF from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

### **3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of LSUMCF.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of LSUMCF.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of LSUMCF. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by LSUMCF.

### **4. REPRESENTATION AND WARRANTIES**

- (a) LSUMCF and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
  - (i) It is duly organized, validly existing and in good standing.
  - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
  - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
  - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

- (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) LSUMCF represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. LSUMCF will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

## **5. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to LSUMCF. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. Plus Miles Credit Card Accounts shall generate solely the Royalties specified in Schedule B, Section B hereof.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide LSUMCF with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume and cash advance and cash equivalent dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

## **6. PROGRAM ADJUSTMENTS**

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

## **7. CONFIDENTIALITY OF AGREEMENT**

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

## 8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on January 1, 2002. 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.

## 9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) 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 of this Agreement by MBNA America or LSUMCF, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or LSUMCF becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by LSUMCF to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, LSUMCF shall not attempt to cause the removal of LSUMCF's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

## 11. MISCELLANEOUS

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

(b) The obligations in Sections 4 (b), 7, 10 (c), 10 (d) and <sup>13</sup>~~12~~(b), <sup>13</sup>~~12~~(c), <sup>13</sup>~~12~~(d), <sup>13</sup>~~12~~(e), <sup>13</sup>~~12~~(f), and ~~12~~(g) shall survive any termination of this Agreement.

<sup>13</sup>  
(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Louisiana State University Medical Center Foundation:

LOUISIANA STATE UNIVERSITY MEDICAL CENTER  
FOUNDATION  
1600 Canal Street, 10th Floor  
New Orleans, LA 70112  
ATTENTION: Ms. Lauri Dennison, Director of Promotions

(2) If to MBNA America:

MBNA AMERICA BANK N. A.  
1100 North King Street  
Wilmington, Delaware 19884  
ATTENTION: Mr. Howard C. Wallace, Senior Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

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

## **12. GROUP INCENTIVE PROGRAM**

- (a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by LSUMCF pursuant to any GIP. In that regard, LSUMCF shall give MBNA sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle LSUMCF to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by LSUMCF for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.
- (c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by LSUMCF pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.
- (d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of LSUMCF pursuant to any GIP shall be deducted from any or all Royalty payments due LSUMCF under this Agreement.
- (e) LSUMCF shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

## **13. CUSTOMER LIST**

(a) Each year as applicable and approved by a SEVP during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide LSUMCF with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.

(b) LSUMCF shall return to MBNA America each Customer List, in the same form as received by LSUMCF within thirty (30) days of receipt of such Customer List. LSUMCF agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to LSUMCF may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to LSUMCF. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (i) that MBNA America placed "dummy" information on the list (*e.g.*, name(s) account information, address(es), *etc.*);

- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. LSUMCF expressly acknowledges and agrees that LSUMCF has no property right or interest whatsoever in any Customer List. LSUMCF shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times LSUMCF shall keep in confidence and trust all Customer Lists. LSUMCF further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and LSUMCF specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) LSUMCF shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. LSUMCF shall comply with any reasonable request of MBNA America with respect to security precautions to maintain security of the Customer List. LSUMCF agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to LSUMCF from time to time. LSUMCF shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of LSUMCF who need such access to perform their duties for LSUMCF. In view of the confidential nature of the Customer List, LSUMCF warrants that LSUMCF and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by LSUMCF or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000) per breach. In addition, LSUMCF agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by LSUMCF and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event LSUMCF receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, LSUMCF agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain

an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

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

LOUISIANA STATE UNIVERSITY MEDICAL CENTER FOUNDATION

By: *Burt W. Mince*  
Title: *President*

MBNA AMERICA BANK N.A.

By: *Howard C. Jelle*  
Title: Senior Executive Vice President

## 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:

#### A. CREDIT CARD ACCOUNTS

- \* There is no Annual Fee for both the Alumni and Student Members.
- \* For Platinum Accounts, the current annual percentage rate will be a variable rate of prime plus 7.4%. The current grace period for purchases will be at least 25 days.
- \* For Plus Miles Accounts, the current annual percentage rate will be a variable rate of prime plus 7.4%. The current grace period for purchases will be at least 25 days. There will be an enrollment fee for Plus Miles enhancement of \$35.00.
- \* For Alumni Customers, 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 Alumni Customer's delinquency.
- \* For Student Customers, 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 Student Customer's delinquency.
- \* Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

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

- \* There is NO annual fee for the first six (6) months.
- \* The annual fee for the second six (6) months, when applied, is \$10.00.
- \* Thereafter the annual fee, when applied, is \$20.00.
- \* The current annual percentage rate is 17.9%.

#### C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>sm</sup> (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.

- \* There is NO Annual Fee.
- \* The current annual percentage rate is 14.99%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

- \* \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid a second time for any Credit Card Account which, after opening, converts to any different for of Credit Card Account, *e.g.* Platinum Account to Plus Miles Account.
- \* \$1.00 (one dollar) for each Platinum Account, Alumni Customer Credit Card Account or Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Platinum Account, Alumni Customer Credit Card Account or Student Credit Card Account, as applicable (or, if such Platinum Account, Alumni Credit Card or Student Credit Card Account is a conversion from a pre-established Credit Card Account, then the month shall be the month in which such original Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months.
- \* .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
- \* .50% of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
- \* .50% of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
- \* .50% of all cash advance and cash equivalent transaction dollar volume generated by Student Customers using an Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

## **B. PLUS MILES CREDIT CARD ACCOUNTS**

1. \$1.00 (one dollar) for each new Plus Miles Credit Card Account, 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.
2. \$14.00 (fourteen 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.

## **C. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$.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.

## **D. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$.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.

**E. DEPOSIT ACCOUNTS**

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts 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. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) 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.

**F. GIP ACCOUNTS**

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

2. \$10.00 for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

09/23/96: kbd

10/2/96: kbd

**ADDENDUM**

**THIS ADDENDUM** (the "Addendum") is entered into this 20<sup>th</sup> day of JUNE, 1997 by and between LOUISIANA STATE UNIVERSITY MEDICAL CENTER FOUNDATION ("LSUMCF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LSUMCF and MBNA America are parties to an affinity agreement dated December 31, 1996, (the "Agreement"); and

WHEREAS, LSUMCF and MBNA America mutually desire to update the compensation in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, LSUMCF 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. Schedule B of the Agreement is hereby amended by adding a new Subpart E and new Subpart F which shall read as set forth on Attachment #1.
3. 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.
4. 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.

LOUISIANA STATE UNIVERSITY  
MEDICAL CENTER FOUNDATION

By: Bert Wallace

Name: Bert Wallace

Title: President

MBNA AMERICA BANK, N.A.

By: John C. Richmond

Name: JOHN C. RICHMOND

Title: Sy. Ex. V.P.

EXHIBIT #1

E. ROYALTY ADVANCE

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to LSUMCF the sum of fifty thousand dollars (\$50,000.00) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to LSUMCF, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to LSUMCF as set forth in this Agreement. Notwithstanding the foregoing, LSUMCF hereby promises to pay MBNA America upon demand an amount equal to the difference between 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) or (iv) should occur:
  - (i) the Agreement is terminated prior to the end of the initial term as stated in the agreement as of the Effective Date; or
  - (ii) LSUMCF breaches any of its obligations under the Agreement.
  - (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List 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 three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.
2. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

F.. ROYALTY GUARANTEE

LSUMCF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than fifty thousand dollars (\$50,000.00) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of the Agreement LSUMCF has not accrued \$50,000 in Royalties, MBNA America will pay LSUMCF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LSUMCF during the initial term of the Agreement and the amount of any unrecouped Advance. 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 Subpart E.1 above.

Via Overnight Delivery

September 19, 2011

Ms. Lauri Dennison  
Director of Promotions  
Louisiana State University Medical Center Foundation  
1600 Canal Street  
10<sup>th</sup> Floor  
New Orleans, LA 70112

Dear Ms. Dennison:

I am writing to inform you that following a comprehensive review of the Louisiana State University Medical Center Foundation credit card program, FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("FIA") has decided not to renew our Agreement entered into as of December 31, 1996, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Sections 8 and 11(f) of the Agreement.

The Agreement's expiration date is **January 1, 2012**.

We have appreciated your endorsement.

Sincerely,



Lance L. Layton  
Vice President  
FIA Card Services, N.A.