

AGREEMENT

This Agreement is entered into as of this ²²~~31~~ day of ^{February}~~Jan.~~, 2000 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and LOUISIANA TECH UNIVERSITY FOUNDATION, an educational institution having its principal place of business at Marbury Alumni Center, Ruston, Louisiana ("LTUF") 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. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account 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 LTUF as an undergraduate or graduate student of LTUF.
 - (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, and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby LTUF 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 LTUF 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 LTUF and/or other potential participants mutually agreed to by LTUF 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, trade dress, trade name, or trademark used or acquired by LTUF during the term of this Agreement.

(l) "LTUF Affiliate" means any entity controlling, controlled by or under the common control with LTUF.

2. RIGHTS AND RESPONSIBILITIES OF LTUF

(a) LTUF agrees that during the term of this Agreement it will endorse the Program exclusively and that neither LTUF nor any LTUF Affiliate shall, by itself or in conjunction with others directly or indirectly (i) sponsor, advertise, aid, develop, 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; (ii) 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 (iii) 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, LTUF may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by LTUF of said financial institution or the advertised Financial Service Product.

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

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

(d) LTUF shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain LTUF's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due LTUF. In the event such costs exceed Royalties then due LTUF, LTUF shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, LTUF 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 LTUF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due LTUF. LTUF shall provide the initial Mailing List, containing at least fifty-three thousand (53,000) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after LTUF's execution of this Agreement.

(f) LTUF 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 LTUF. Notwithstanding the above, LTUF 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 LTUF. Any correspondence received by LTUF 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) LTUF 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. LTUF shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after LTUF's execution of this Agreement. Nothing stated in this Agreement prohibits LTUF 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.

(h) LTUF shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of LTUF. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply to a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle LTUF to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. LTUF shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

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 LTUF.

(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 LTUF.

(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 LTUF. 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 LTUF.

4. REPRESENTATION AND WARRANTIES

(a) LTUF 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) LTUF 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. LTUF 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 LTUF. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). 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.

(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 LTUF with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, the cash advances and retail purchase 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.

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 LTUF 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 April 30, 2005. 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 LTUF, 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 LTUF 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 LTUF to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, LTUF shall not attempt to cause the removal of LTUF'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 or the end of the Recoupment Period (as defined below), whichever is later.

(e) Notwithstanding anything else in this Section 10, after termination of the Agreement, MBNA may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA has fully recouped any payments previously made to LTUF which are subject to recoupment under the Agreement, ("Recoupment Period").

(f) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(g) For a one (1) year period following the termination of this Agreement for any reason, LTUF agrees that neither LTUF nor any LTUF Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, LTUF may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the LTUF provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

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), 10 (e) and 10 (g) shall survive any termination of this Agreement.

(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 LTUF:

LOUISIANA TECH UNIVERSITY FOUNDATION
Marbury Alumni Center
900 Tech Drive
P.O. Box 3183
Ruston, Louisiana 71272
ATTENTION: Ms. Corre Stegall
Executive Director of University Advancement

fax #: 318-251-8324

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
Rodney Square
Wilmington, Delaware 19884
ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

fax #: 302-432-0805

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 LTUF 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 LTUF 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 LTUF pursuant to any GIP. In that regard, LTUF shall give MBNA America 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 LTUF 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 LTUF 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 LTUF pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation 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 LTUF pursuant to any GIP shall be deducted from any or all Royalty payments due LTUF under this Agreement.

(e) LTUF 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.

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

LOUISIANA TECH UNIVERSITY
FOUNDATION

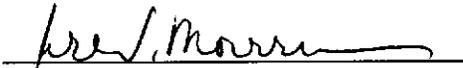
By: 

Name: Carrell G. Dowies, Jr.

Title: President

Date: 1/31/00

MBNA AMERICA BANK N.A.

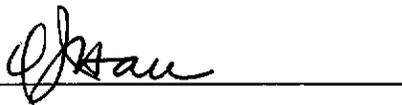
By: 

Name: WILLIAM P. MORRISON

Title: Senior Executive Vice President

Date: 2/22/00

LOUISIANA TECH UNIVERSITY
FOUNDATION

By: 

Name: O. J. Hall

Title: Executive Vice President

Date: 1/31/00

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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 Alumni Customers, the current annual percentage rate will be a fixed rate of 12.99%.
3. For Student Customers, the current annual percentage rate will be a fixed rate of 16.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay LTUF 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

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer 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)).
5. .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer 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)).
6. .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).

B. ROYALTY ADVANCES

Upon the implementation of the first Full Marketing Campaign (not to exceed sixty (60) days from the date MBNA America receives the Mailing List, all of the camera-ready artwork for use in the card design (LTUF logo and any image LTUF proposes be used), and a completed signature request form (to be supplied by MBNA America)), MBNA America shall pay ("the Payment Date") to LTUF the sum of two hundred thousand dollars (\$200,000) and on or before each anniversary of the Payment Date during the initial term of this Agreement, MBNA America shall pay to LTUF the sum of eighty-seven thousand five hundred dollars (\$87,500) (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 LTUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to LTUF as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to LTUF hereunder, and (y) LTUF hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such 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, except for a material breach attributable to MBNA, prior to the end of the initial term as stated in this Agreement as of the Effective Date;

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

(iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) 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 four (4) 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 from conducting at least four (4) on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement. Such campaigns shall be conducted upon the prior mutual consent of the parties.

(vi) LTUF or an affiliate of LTUF, directly or indirectly markets or permits the marketing of any card device (multifunction or single purpose) that contains at any time a credit or charge feature to any of the Members.

A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full updated Mailing List.

C. ROYALTY GUARANTEE

LTUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than five hundred fifty thousand dollars (\$550,000) (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 this Agreement LTUF has not accrued \$550,000 in Royalties, MBNA America will pay LTUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LTUF during the initial term of this Agreement and all unrecouped 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 Subsections (i) through (vi) above.

D. GIP ACCOUNTS

1. \$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-account Royalty.

1/31/00

BUSINESS CARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 16th day of September, 2000, by and between LOUISIANA TECH UNIVERSITY FOUNDATION ("LTUF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, LTUF and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard products ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of LTUF's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. LTUF agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by LTUF in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, LTUF will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, LTUF shall not take action to cause the removal of LTUF's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, LTUF hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including

without limitation the promotion thereof. LTUF represents and warrants that LTUF has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

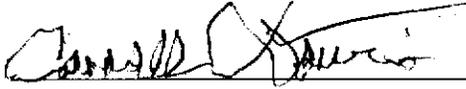
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

LOUISIANA TECH
UNIVERSITY FOUNDATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Carrell Dowies

Name: Janine Marron

Title: President

Title: Division President

Date: September 16, 2000

Date: Oct 26, 2000

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Platinum Plus for Business*) opened by a LTUF Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product names (*Platinum Plus for Business*), in its sole discretion, from time to time.

- A. There is no annual fee.
- B. The current Annual Percentage Rate for *Platinum Plus for Business*, is a fixed rate of 14.99%.

II. COMPENSATION FOR BUSINESSCARD ACCOUNTS

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

Compensation for *Platinum Plus for Business*:

Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Cardholders using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g. the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Attachment #1 are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 6th day of January, 2005 ^g by and between LOUISIANA TECH UNIVERSITY FOUNDATION ("LTUF"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LTUF and MBNA America are parties to an affinity agreement, as amended by that certain Business Card Addendum dated as of September 16, 2000 (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 LTUF; and

WHEREAS, LTUF and MBNA America mutually desire to extend the term of the Agreement, and to make certain other modifications to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, LTUF 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 first sentence of Section 8 of the Agreement is hereby amended to read in its entirety as follows:

The term of this Agreement will begin on the Effective Date, continue through April 30, 2005 (the "Initial Term"), and end on April 30, 2012. This Agreement will 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.
3. Effective as of May 1, 2005, Schedule B of the Agreement is hereby replaced in its entirety with the attached Schedule B (though the former Schedule B shall remain enforceable with respect to events and Royalties accrued prior to the end of the Initial Term).
4. Section 1 of the Agreement is hereby amended to add the following new Sections 1(m) and 1(n):

(m) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.

(n) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which LTUF complies with the GIP provisions of the Agreement.
5. 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 Mailing Lists. 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.
6. LTUF agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of LTUF's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement, including without limitation the full rights to and use of the Trademarks (which, for the

avoidance of doubt, LTUF shall ensure includes without limitation all LTUF, Louisiana Tech University and Louisiana Tech University alumni association logos and marks).

7. During the term of the Agreement, LTUF will receive the royalties set forth in Schedule B, Section B. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on in Schedule B, Section B. notwithstanding any other provision of the Agreement.

8. LTUF will provide to MBNA America the opportunity to conduct at least four direct mail and at least four telemarketing campaigns during each consecutive twelve month period of the term to the full updated Mailing List. LTUF will continue in good faith to pursue and identify incremental marketing opportunities for MBNA America, such as e-mail names and additional list access.

9. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items, for the solicitation of credit card account applications. LTUF shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of LTUF for such gifts or premiums. LTUF agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to LTUF's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to LTUF.

10. 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. 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 (including without limitation, that certain letter of intent between the parties dated as of November 12, 2004), 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.

**LOUISIANA TECH UNIVERSITY
FOUNDATION**

By: 
Name: BENJAMIN L. DENNY

MBNA AMERICA BANK, N.A.

By: 
Name: Thomas W. Brooks

Title: PRESIDENT

Date: JANUARY 6, 2005

Title: Senior EVP

Date: February 4, 2005

**LOUISIANA TECH UNIVERSITY
FOUNDATION**

By: Corre A. Stegall

Name: Corre A. Stegall

Title: Vice President for University Advancement

Date: 1/06/05

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay LTUF 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 (BUT EXCLUDING REWARD CREDIT CARD ACCOUNTS)

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.00 (two dollars) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Customer 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 Alumni Customer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$2.00 (two dollars) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Customer 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.55% (fifty-five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer 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, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.55% (fifty-five one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer 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, money orders, bets, lottery tickets, or casino gaming chips)).
6. A percentage 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/or unauthorized transactions). Such percentage will vary in accordance with the following table, for the time periods as noted:

<u>Period</u>	<u>Percentage</u>
May 1, 2005 until and including April 30, 2006	0.40% (forty basis points)
May 1, 2006 until and including April 30, 2007	0.30% (thirty basis points)
May 1, 2007 until and including April 30, 2008	0.20% (twenty basis points)
May 1, 2008 until and including April 30, 2009	0.10% (ten basis points)
May 1, 2009 and thereafter	0.00% (zero basis points)

7. \$40.00 (forty dollars) for each GIP 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 Reward GIP 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. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS ONLY

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward 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, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward GIP 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 Reward GIP 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. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. ROYALTY ADVANCE

1. On or before each of the following dates, MBNA America shall pay to LTUF the sum indicated next to such date (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below.

<u>Date</u>	<u>Advance</u>
B June 30, 2005 ^{May 1} 2005	\$100,000.00
May 1, 2006	83,333.00
May 1, 2007	83,333.00
May 1, 2008	83,333.00
May 1, 2009	83,333.00
May 1, 2010	83,333.00
May 1, 2011	83,335.00

All Royalties accrued shall, in lieu of direct payment to LTUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to LTUF as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to LTUF hereunder, and (y) LTUF hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such 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, except for a material breach attributable to MBNA America, prior to the end of the term as stated in this Agreement;
- (ii) LTUF breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) 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 four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting at least four (4) 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) LTUF or an affiliate of LTUF, directly or indirectly markets or permits the marketing of any card device (multifunction or single purpose) that contains at any time a credit or charge feature to any of the Members.

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

D. ROYALTY GUARANTEE

LTUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Six Hundred Thousand dollars (\$600,000) (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 this Agreement LTUF has not accrued \$600,000 in Royalties, MBNA America will pay LTUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LTUF during the initial term of this 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 Subsection C.1.

Attachment #1

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 currently no Annual Fee, except for certain American Express branded products. American Express or other payment association marks may be used in conjunction with the marketing of the Enhancement Program, at MBNA America's discretion.
- B. Customers may be able to select credit protection as a benefit under the Program.

FIA CARD SERVICES™

FIA Card Services, GA9-080-02-02
210 Town Park Drive
P.O. Box 4899
Kennesaw, Georgia 30144

800.446.7048
Fax: 678.797.7575

Via Overnight Delivery

November 4, 2011

Ms. Corre Stegall
Executive Director of University Advancement
Louisiana Tech University Foundation
Marbury Alumni Center
900 Tech Drive
P.O. Box 3183
Ruston, Louisiana 71272

Dear Ms. Stegall:

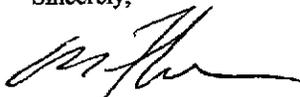
I am writing to inform you that following a comprehensive review of the Louisiana Tech University Foundation credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement dated February 22, 2000 as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 8 of the Agreement, as it has been amended by Section 2 of that certain Addendum to the Agreement dated January 6, 2005.

The Agreement's expiration date is April 30, 2012.

We have appreciated your endorsement.

Sincerely,



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