

AGREEMENT

This Agreement is entered into as of this 11 day of June, 2001 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware (hereinafter referred to as "MBNA America"), and MCNEESE STATE UNIVERSITY ALUMNI ASSOCIATION, an educational institution having its principal place of business at P.O. Box 90775, Lake Charles, Louisiana (hereinafter referred to as "MSUAA") 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.
- (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. A "New Classic Plus Rewards Credit Card Account" is a Credit Card Account carrying the New Classic Plus Rewards enhancement.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by MSUAA as an undergraduate or graduate student of MSUAA.
 - (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, business card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment charge card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby MSUAA 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 MSUAA complies with the GIP provisions of this Agreement.
- (g) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means undergraduate students, graduate students, alumni of MSUAA and/or other potential participants mutually agreed to by MSUAA 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 MSUAA or any MSUAA Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF MSUAA

(a) MSUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither MSUAA nor any MSUAA 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 or use 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, MSUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by MSUAA of said financial institution or the advertised Financial Service Product.

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

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

(d) MSUAA shall have the right of prior written approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a 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 MSUAA. In the event such costs exceed Royalties then due MSUAA, MSUAA shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, but in no event no more than three (3) times during any twelve (12) month period this Agreement remains in effect, MSUAA shall provide MBNA America with the Mailing List free of any charge; provided, however, that MSUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that MSUAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by MSUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due MSUAA. MSUAA shall provide the first Mailing List, containing at least 22,000

[Alumni] and 9,000 [Student] non-duplicate names (of persons at least eighteen (18) years of age) with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after MSUAA's execution of this Agreement.

(f) MSUAA 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 MSUAA. Notwithstanding the above, MSUAA 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 MSUAA. Any correspondence received by MSUAA 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 forty-eight (48) hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) MSUAA 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, subject to the conditions in Section 12(h). 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. MSUAA 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 MSUAA's execution of this Agreement. Nothing stated in this Agreement prohibits MSUAA 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) MSUAA shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the Internet site of MSUAA. MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle MSUAA to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. MSUAA shall modify or remove such advertisements within forty-eight (48) 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 and upon request, provide trademark and promotional materials to MSUAA. 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 MSUAA

(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 MSUAA.

(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 MSUAA. 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 MSUAA.

4. REPRESENTATION AND WARRANTIES

(a) MSUAA 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) MSUAA 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, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. MSUAA 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 (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. 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. CROSS INDEMNIFICATION

(a) MSUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by MSUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. MSUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

(b) MBNA America will indemnify and hold harmless MSUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successor and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which MSUAA is included as a defendant (referred to as a "Claim"). MSUAA shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. MSUAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If MSUAA takes any Action with respect to a Claim without MBNA America's written approval or MSUAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 5 to indemnify and hold MSUAA harmless with respect to that Claim.

6. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to MSUAA. 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. New Classic Plus Rewards 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 MSUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

7. 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. MBNA America shall inform MSUAA, prior to such an adjustment, within thirty (30) days prior written notice.

8. 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 MSUAA 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.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on August 30, 2006. 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.

10. 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.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or MSUAA, 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 MSUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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 11 (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 MSUAA or any MSUAA Affiliate to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, MSUAA shall not attempt to cause the removal of MSUAA'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.

(e) 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.

(f) For a one (1) year period following the termination of this Agreement for any reason, MSUAA agrees that neither MSUAA nor any MSUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, MSUAA 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 MSUAA 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. In addition, MSUAA may contact Members regarding a change in the Program provider.

12. 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), 8, 11 (c), 11 (d) and 11 (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 MSUAA:

MCNEESE STATE UNIVERSITY ALUMNI ASSOCIATION
P.O. Box 90775
Lake Charles, Louisiana 70609

ATTENTION: Ms. Joyce Patterson, Alumni Director

Fax #: 318-475-5281

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Mr. James K. Kallstrom, Senior Executive Vice President

Fax #: 302-432-0261

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, provided that such party is bound by the same rules and obligations as MBNA America.

(h) MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of MSUAA; and MSUAA may not assign or transfer its rights and/or obligations under this Agreement without the written consent of MBNA America; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

i. to any individual, corporation or other entity [other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")] pursuant to a sale [other than a sale as described in subsection (ii), below] as

long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or

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

iii. to any MBNA Affiliate.

MBNA America shall notify MSU of the assignment of any rights or obligations under this Agreement.

(i) MBNA America and MSUAA 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.

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

(k) 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 or other labor disputes, 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.

(l) 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.

13. 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 MSUAA pursuant to any GIP. In that regard, MSUAA 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 MSUAA 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 MSUAA 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 MSUAA 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 MSUAA pursuant to any GIP shall be deducted from any or all Royalty payments due MSUAA under this Agreement.

(e) MSUAA 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.

MCNEESE STATE UNIVERSITY
ALUMNI ASSOCIATION

By: Michael P. Terranova
Name: MICHAEL P. TERRANOVA
Title: PRESIDENT
Date: 6/11/01

MBNA AMERICA BANK N.A.

By: James R. Kestner
Name: JAMES R. KESTNER
Title: Senior Executive Vice President
Date: 6/27/01

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 for an Alumni Customer Credit Card Account will be a fixed rate of 12.99%.
3. For Student Customers, the current annual percentage rate for a Student Customer Credit Card Account will be a fixed rate of 15.99%.

B. NEW CLASSIC PLUS REWARDS CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Annual Fee.
2. The current annual percentage rate will be a fixed rate of 12.99%.

C. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six (6) months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.90%.

D. GOLD OPTION ACCOUNTS

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

1. There is NO Annual Fee.
2. The current annual percentage rate is as low as 12.99%.

E. BUSINESSCARD CREDIT CARD ACCOUNTS

“BusinessCard Credit Card Account” means a business Credit Card Account (currently referred to as a Platinum Plus for Business account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Account program.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay MCNEESE STATE UNIVERSITY ALUMNI ASSOCIATION a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America. All adjustments must be made within one (1) year from the date MBNA American has actual knowledge that there has been an overpayment of Royalties.

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened (except a New Classic Plus Rewards Credit Card Account), which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Customer Credit Card Account (except a New Classic Plus Rewards 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 (except a New Classic Plus Rewards 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% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (except a New Classic Plus Rewards 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% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (except a New Classic Plus Rewards 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)).

B. CLASSIC PLUS REWARDS CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new New Classic Plus Rewards 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 Plus Miles Credit Card Account.
2. \$1.00 (one dollar) for each New Classic Plus Rewards Credit Card Account 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 New Classic Plus Rewards 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 New Classic Plus Rewards Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A New Classic Plus Rewards Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.05% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain New Classic Plus Rewards Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on New Classic Plus Rewards Credit Card Accounts, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such New Classic Plus Rewards Credit Card 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. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. BUSINESSCARD CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provision contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Account Royalties accrued hereunder shall be treated as Royalties for purposes of Schedule B, hereof.

0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transaction, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips.))

G. GIP ACCOUNTS

1. Thirty dollars (\$30.00) for 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 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 GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**TERM EXTENSION ADDENDUM
TO THE MCNEESE STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 6th day of October, 2006, by and between McNeese State University Alumni Association ("MSUAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and BANK are parties to an Affinity Agreement dated as of June 11, 2001, (the "Agreement"), wherein BANK provides certain financial services to certain persons included in certain lists provided to BANK by or on behalf of MSUAA; and

WHEREAS, MSUAA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSUAA and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 30, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement:

"Reward Credit Card Account" means a Credit Card Account carrying the Reward Enhancement opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g. World Points), as determined by Bank from time to time, in its sole discretion.

"Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which MSUAA complies with the GIP provisions of the Agreement.
4. Section 1(b) is hereby amended by deleting the last sentence: "A 'New Classic Plus Rewards Credit Card Account' is a Credit Card Account carrying the New Classic Plus Rewards enhancement."
5. Section B of Schedule A is hereby deleted in its entirety.
6. Section A of Schedule B is hereby amended by deleting the parenthetical "(except a New Classic Plus Rewards Credit Card Account)" from paragraphs 1 through 5.

7. Section B of Schedule B of the Agreement is hereby deleted in its entirety and replaced with the following new Section B:

“B. REWARD CREDIT CARD ACCOUNTS”

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

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 within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP 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 BANK (other than as a result of a courtesy waiver by BANK), 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 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)).”

8. Section G of Schedule B of the Agreement is hereby deleted in its entirety and replaced with the following new Section G:

“G. GIP ACCOUNTS”

1. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$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.”

9. The Agreement is hereby amended by adding the following new Section 14:

“14. CUSTOMER LIST

(a) During the term of the Agreement (provided that notice of a party’s intention to terminate the Agreement has not been given, BANK will provide MSUAA, two (2) times per year, 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. Notwithstanding any provision of the Agreement, BANK will not provide any Customer List or Customer Information otherwise required to be provided by it to MSUAA, and may restrict any use by MSUAA of any Customer List or Customer Information which is provided by BANK to MSUAA, if BANK is prohibited from disclosing the same or permitting such use because of any law, regulation, bank-wide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on BANK.

(b) MSUAA will return to BANK each Customer List, in the same form as received by MSUAA within thirty days of receipt of such Customer List. On or before the effective date of termination of the Agreement, MSUAA agrees that it will: (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 BANK, the Program or Credit Card Accounts (“Customer Information”); and (ii) return or destroy within thirty 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 will be done in strict accordance with BANK’s then current destruction policy.

(c) Any Customer List provided to MSUAA 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 MSUAA. A violation of this Section is conclusively proven and the damages named hereinafter will be deemed owed when BANK establishes the following:

- (i) that BANK 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 BANK or its affiliates to any third party.

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

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

(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 MSUAA or its employees, volunteers, agents, and/or representatives, BANK will be entitled to damages of twenty dollars 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 per breach. In addition, MSUAA agrees that BANK will be entitled to injunctive relief to prevent violation or further violation by MSUAA 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 will be construed as prohibiting BANK from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event MSUAA 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, MSUAA agrees to: (i) immediately notify BANK of the existence, terms and circumstances surrounding such request; (ii) consult with BANK 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 BANK designates.

(h) Subparagraphs (b) – (g) of this Section shall survive the expiration or earlier termination of this Agreement.”

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

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

**MCNEESE STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: Joyce Patterson
Name: Joyce Patterson
Title: Director
Date: 10-6-06

FIA CARD SERVICES, N.A.

By: Jake Frego
Name: Jake Frego
Title: SVP
Date: 11/19/07



McNeese Alumni Association

McNeese State University • MSU Box 90775 • Lake Charles, LA 70609 • William Gray Stream Center • 600 E. McNeese • Lake Charles, LA 70607
(337) 475-5232 • (337) 475-5281 FAX • 1-800-475-2586 • www.McNeeseAlumni.com

April 11, 2011

Bank of America
Affinity Relationship Team
Attn: Kim Henry
1100 North King Street
MC DE5-001-07-07
Wilmington, DE 19884

RE: McNeese State University Alumni Association Affinity Card Program

Dear Ms. Henry:

Please be advised that our current contract with MBNA/Bank of America expires on August 30, 2011. This notice is to inform you that our Board of Directors has instructed me to do an RFP concerning our credit card affinity program. We will be sending this to several vendors and hope that MBNA/Bank of America will participate in the proposal process and that we can continue our relationship.

However, in accordance with the terms of the current contract, please accept this as our official notice that we will not automatically renew.

Sincerely,

Joyce D. Patterson ('76, '82)
Director of Alumni Affairs