

SEMINOLE BOOSTERS, INC
AFFINITY AGREEMENT

This Agreement is entered into as of this 23rd day of July, 2002 (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 SEMINOLE BOOSTERS, INC., a Florida not for profit corporation having its principal place of business in Tallahassee, Florida ("Boosters") for themselves, and their respective successors and assigns.

WHEREAS, Boosters has been authorized by Florida State University to administer the use and licensing of certain University Trademarks (as defined below) on behalf of Florida State University;

WHEREAS, MBNA America desires to offer Financial Service Products (as defined below) to employees, alumni, student, friends and supporters of Florida State University; and

WHEREAS, Boosters is willing to grant to MBNA America a license to use certain trademarks of Florida State University in connection with the offering of Financial Service Products to employees, alumni, students, friends, and supporters of Florida State University in accordance with the terms of this Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Attachment #1 and Attachment #2.
- (b) "Boosters Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Boosters.
- (c) "Boosters Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Boosters or any Boosters Affiliate during the term of this Agreement.
- (d) "Credit Card Account" means a credit card account opened by a Member for which MBNA America issues a credit device that bears a Licensed Trademark. A "Student Customer Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Customer

Credit Card Account” is a Credit Card Account opened through an application coded by MBNA America as an alumni application.

(e) “Customer” means any Member who is a participant in, or who uses any Financial Service Product offered as part of, the Program.

(f) “Financial Service Product” means any credit card program, charge card program, and travel and entertainment card program. This definition shall not include debit card programs, chip card programs or smart card programs provided such programs do not include a credit feature, other than a credit feature that is added to the FSU Card subsequent to the Effective Date, provided that the University does not breach any of the provisions set forth in the side letter executed by and between the University and MBNA dated July 23, 2002.

(g) “FSU Card” is the Florida State University’s identification card issued solely to students, faculty and staff of Florida State University and which includes a stored value feature, and a debit card feature.

(h) “Licensed Trademarks” means the Boosters Trademark and the University Trademarks included in Exhibit A hereof. Exhibit A shall be deemed automatically amended without further action of the parties to include any additional Boosters design, image, visual representation, logo, service mark, trade dress, trade name, or trademark which Boosters approves for use by MBNA America in connection with the Program, and any new Trademark developed as a successor or replacement of, or as a modification to, any Licensed Trademark.

(i) “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 and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(j) “Member” means: (i) undergraduate or graduate students of Florida State University (each a “Student Member”); and (ii) alumni of Florida State University, a member of the alumni association, friends, faculty and staff of Florida State University, fans, ticket holders, donors and contributors of any Florida State University athletic team or athletic department and/or other potential participants mutually agreed to by Boosters and MBNA America (each an “Alumni Member”).

(k) “Program” means those programs and services of the Financial Service Products and the Secondary Financial Service Products described on Schedule A to this Agreement and such other financial services or products as Boosters and MBNA America may agree (by amending Schedule A) to add to the Program that MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(l) “Royalties” means the compensation set forth in Schedule B.

- (m) "Secondary Financial Service Products" means installment loan programs, revolving loan programs and deposit programs.
- (n) "Trademarks" means the Boosters Trademarks and the University Trademarks.
- (o) "University" means Florida State University and any office or department of, or affiliated or associated with Florida State University, including but not limited to the athletic department, the alumni association and the office of student affairs of Florida State University.
- (p) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF BOOSTERS

(a) Boosters agrees that during the term of this Agreement it shall, and it shall cause the University to, endorse the Program (other than the Secondary Financial Service Products) exclusively and that Boosters, any Boosters Affiliate, and the University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, or market, 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. Boosters further agrees that from July 23, 2002 up through and including December 31, 2008, it shall not, by itself or in conjunction with others, directly or indirectly solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of any Financial Service Products of any entity other than MBNA America. MBNA America and Boosters understand and agree that the University contracts with a financial institution (currently Sun Trust Bank) to provide banking services on campus to Members (the "On-Campus Bank") and that Florida State University Credit Union (the "Credit Union") has the right to use certain of the University Trademarks. This Agreement does not preclude the On-Campus Bank from offering Financial Service Products to Members or the Florida State University Credit Union utilizing the University Trademarks in conjunction with its products and services provided that: (i) the Financial Service Products offered by the On-Campus Bank and the advertisements and solicitations for such Financial Service Products do not utilize or bear a Trademark; (ii) the Financial Service Products offered by the Credit Union and the advertisements and solicitations for such Financial Service Products do not utilize or bear a Trademark other than the Trademark depicted on Exhibit C; (iii) Boosters shall not provide Mailing Lists to any On-Campus Bank or the Credit Union for the purpose of enabling the On-Campus Bank or the Credit Union to solicit Members for Financial Service Products. MBNA America and Boosters acknowledge and agree that pursuant to an agreement between Boosters and First U.S.A Bank, First

U.S.A. Bank issued credit card plastics that bear a Trademark (the "First U.S.A. Cards"). The First U.S.A. Cards is not a breach of this Agreement, provided that upon expiration of the First U.S.A. Cards, First U.S.A. Bank is not authorized to issue a credit card plastic that bears a Trademark

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

(c) Boosters authorizes MBNA America to solicit Members by mail, direct promotion, internet, advertisements, e-mail and/or telephone for participation in the Program, provided, however, that MBNA America shall not market the Program within one hundred (100) yards of the University campus book store or the University student union during scheduled Credit Union branch business hours without the prior written consent of the University. The parties agree that Boosters may withdraw its authorization to solicit Members for Secondary Financial Service Products at any time by providing to MBNA America written notice and that MBNA America shall stop solicitation for the Secondary Financial Service Products within ninety (90) days of receiving such notice.

(d) Boosters shall have the right of prior 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. MBNA America shall submit to Boosters, for its prior written approval, samples of all marketing, promotional and solicitation materials which contain a Trademark, printed or otherwise, that MBNA intends to send to Members or to be used in connection with the Program.

(e) If, because of a change to the Licensed Trademarks, Boosters expressly requests MBNA America to discontinue the use of any existing inventory of credit devices, marketing, solicitation or promotional materials for the Program (the "MBNA Marketing Materials") or to reissue new credit cards, then Boosters shall reimburse MBNA the expenses reasonably incurred by MBNA America in reissuing new credit cards and producing and destroying such MBNA Marketing Materials. If Boosters fails to reimburse such expenses before the next payment of Royalties due to Boosters under this Agreement, then MBNA America may offset the expense against the next payment of Royalties due Boosters. This section does not apply to the issuance of credit cards to replace expired credit cards, notwithstanding that the new credit cards may contain a different Licensed Trademark.

(f) During the term of this Agreement, upon the request of MBNA America, Boosters shall provide MBNA America with the Mailing List free of any charge; provided, however, that Boosters shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Boosters not provide his/her personal information to third parties. Boosters shall provide: (i) a Mailing List containing at least one-hundred eighty-five thousand (185,000) non-duplicate names with corresponding postal addresses and, when available telephone numbers and e-mail addresses of Members (the "First Member List"); (ii) a Mailing List containing non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of substantially all Student Members (the

"First Student List"); and (iii) a Mailing List containing at least forty thousand (40,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Seminole Boosters members (the "First Boosters List"), each as soon as possible but no later than thirty (30) days after July 23, 2002. The parties acknowledge and agree that some of the information that is on the First Student List and the First Boosters List may also be on the First Member List and that some of the information on the First Student List may also be on the First Boosters List.

(g) Boosters shall, and shall cause any Boosters Affiliates to, provide information to or otherwise communicate with Members or potential Members about the Program only with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Boosters. Notwithstanding the above, Boosters 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 Boosters. Any correspondence received by Boosters 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 72 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(h) Boosters shall permit MBNA America to advertise the Program on its home page, on the FSU.com website and at other prominent locations within the internet site of Boosters. MBNA America may establish, at its sole cost and expense, a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Boosters shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request. MBNA America will pay all reasonable, actual charges incurred by Boosters in modifying or removing such advertisements.

(i) Boosters shall, and shall cause the University to, provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of Boosters to MBNA America.

3. GRANT OF LICENSE AND USE OF LICENSED TRADEMARKS

(a) Boosters hereby grants MBNA America and its affiliates a limited, exclusive license to use the Licensed Trademarks, solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement as provided for in Section 14(g). This license shall remain in effect for the duration of this Agreement and shall apply to the Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted assignee, successor, corporation, organization or individual. Boosters shall provide MBNA America all Licensed Trademark production materials (e.g., camera ready art) reasonably required by MBNA America for the Program, as soon as possible

but no later than thirty (30) days after July 23, 2002. Nothing stated in this Agreement prohibits Boosters 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.

(b) MBNA America shall comply with the written standards attached hereto as Attachment #2 established by Boosters and the University with respect to the form of the Licensed Trademarks and their usage. Boosters' written approval in accordance with Section 2(d) shall be conclusive evidence that MBNA America has complied with such standards. The University is and shall remain the owner of all rights in and to the University Trademarks, as they now exist and as they may be modified. Boosters is and shall remain the owner of all rights in and to the Boosters Trademarks, as they now exist and may be modified. Except as may be provided otherwise by this Agreement, all uses of the Licensed Trademarks shall inure to the benefit of the Boosters or the University, whichever the case may be. MBNA America shall not challenge the validity of the Licensed Trademarks or the University's ownership of the University Trademarks or the Boosters' ownership of the Boosters Trademarks.

(c) MBNA America shall use its best efforts to cause to be imprinted, irremovably and legibly, on each product and material promoting any Financial Service Product provided pursuant to this Agreement wherein a Licensed Trademark appears, including but not limited to, advertising, promotional, packaging and wrapping material and any other material, the initials "TM" or the letter "R" encircled in close juxtaposition to the Licensed Trademark used thereon as directed.

(d) Any and all rights to the Licensed Trademarks and Mailing Lists not herein specifically granted and licensed to MBNA America are reserved to the University.

4. 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 Boosters.

(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 Boosters.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those persons or entities handling

these Mailing Lists to use them for any other purpose. MBNA America shall hold the Mailing Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Mailing List. Notwithstanding the forgoing, MBNA America may (i) make backup copies of the Mailing List as necessary for it to exercise its rights and perform its obligations under this Agreement; and (ii) provide the Mailing Lists to third party contractors and/or affiliates for marketing and account servicing purposes related to the Program under appropriate confidentiality and use restrictions. 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 Boosters. 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 Boosters or, during the term of the Agreement, for the purposes of soliciting Members for other programs offered by MBNA America, provided that MBNA America may solicit any Member whose name is obtained through any source other than Boosters and who is eligible for any other program offered by MBNA America but only in connection with that other program.

(f) Other than those events described on Attachment #1, Section II, MBNA America will coordinate in advance all on-campus direct promotions with the Office of Licensing and Royalties. To the extent that they are informed of the rules and regulations, MBNA agrees that all MBNA employees and agents will follow University's rules and regulations when conducting direct promotion events.

5. REPRESENTATIONS AND WARRANTIES

(a) Boosters 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) Boosters 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 Boosters Trademarks and to sublicense the University 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. Boosters further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that, except as otherwise provided for in Section 2(a), there is no entity or organization (including the University or any organization associated with the University) that is authorized to use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products.

6. CROSS INDEMNIFICATION

(a) Boosters and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by Boosters or MBNA America, respectively as the case may be, or its directors, officers or employees. 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) Boosters will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from: (i) any third party claim of infringement of any Licensed Trademark resulting from the use of the Licensed Trademark by MBNA America as permitted by this Agreement; (ii) the use of the Mailing List(s) by MBNA America for the promotion of the Program in accordance with the terms of this Agreement; and (iii) the Booster Promotions (as defined in Section 13), including, without limitation, the content thereof, or from the products and services offered therein. MBNA America shall, within ten (10) business days of receiving notice of a claim, notify Boosters in writing (in the manner provided for in this Agreement) of the claim. MBNA America agrees (i) not to take any action which may prejudice Boosters' defense or increase its liability ("Action") with respect to a claim without Boosters' prior written approval and (ii) that Boosters may respond to a claim as it determines in its sole discretion. If MBNA America takes any Action with respect to a claim without Boosters' written approval or MBNA America fails to notify Boosters of a claim within fifteen (15) business days of receiving the claim, unless Boosters is also a defendant in the Claim, Boosters shall be released and discharged from any

obligation under this Section 6 to indemnify and hold MBNA America harmless with respect to that claim.

(c) MBNA America will indemnify and hold harmless Boosters, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors 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 State or federal law by MBNA America, its employees, agents or contractors, in which Boosters is included as a defendant (referred to as a "Claim"). Boosters 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. Boosters 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 Boosters takes any Action with respect to a Claim without MBNA America's written approval or Boosters 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 6 to indemnify and hold Boosters harmless with respect to that Claim.

7. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Boosters. 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. Within forty-five (45) days of the end of the calendar quarter in which termination of the Agreement has occurred, MBNA shall pay compensation due to Boosters, if any. For example, if Agreement is terminated on May 1st, MBNA America will pay to Boosters any compensation due within forty-five (45) days of June 30th.

(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 Boosters with the information described on Exhibit B, including, but not limited to 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.

(c) Upon the written request of Boosters, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide Boosters with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due Boosters since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA

America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at Boosters' expense, if Boosters so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

8. 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 provide to Boosters with thirty (30) day's advance notice of any increase in the annual percentage rate charged on the Credit Card Accounts or if MBNA America mass reissues the Credit Card Account credit device with a different brand name.

9. 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 Boosters 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 (including but not limited to the Florida "Sunshine" or public records disclosure laws, if such laws are applicable to Boosters) provided that Boosters immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information 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 Information to be disclosed which MBNA America designates. "Information" shall not include any information that (a) can be shown by documentary evidence to have been in the recipient's possession before receipt from the discloser; or (b) is or becomes a matter of public knowledge through no fault of the recipient; or (c) can be shown by documentary evidence to have been rightfully received by the recipient from a third party without a duty of confidentiality.

10. TERM OF AGREEMENT

The initial term of this Agreement will begin on July 23, 2002 and end on September 30, 2009. 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.

11. STATE LAW GOVERNING

This Agreement 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.

12. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or Boosters, 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 Boosters 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 12(d) of this Agreement, cease to use the Licensed Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Licensed Trademarks or to the Mailing Lists provided pursuant to this Agreement. Upon termination of this Agreement, (i) all rights of MBNA America with respect to the Licensed Trademarks and Mailing Lists shall cease and revert to the University, (ii) MBNA America shall have no further right to market any products or services using the Licensed Trademarks or to utilize any promotional materials containing any Licensed Trademarks, and (iii) MBNA America shall cease using the Mailing Lists and return the Mailing Lists and all copies thereof to Boosters or, at Boosters' request, destroy them. 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 Boosters or any Boosters 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, Boosters shall not attempt to cause the removal of Boosters' identification or Licensed 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) If, as of the date of termination of this Agreement, the aggregate Royalties earned by Boosters under Schedule B of this Agreement equal or exceed the aggregate Advances paid to Boosters by MBNA America under Section F of Schedule B, then MBNA America shall continue to pay Royalties after termination of the Agreement pursuant to Schedule B for a Credit Card Account as long as such Credit Card Account is represented by a credit device bearing a Licensed Trademark.

(f) For a one (1) year period following the termination of this Agreement for any reason, Boosters shall not, 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, Boosters 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 Boosters or the University provided the opportunity is not offered exclusively to such persons but rather is a part of a general solicitation to all Qualifying Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives materially different from that offered to all Qualifying Members. "Qualifying Members" means those Members who based on criteria established by Boosters or the then current issuer of a credit card endorsed by the Boosters qualify to receive a credit card solicitation, provided however, that such criteria is not based on whether or not such Member was ever a Customer.

13. STATEMENT INSERTS AND MESSAGES

(a) Subject to MBNA America's approval rights set forth below, any legally required inserts, changes to the terms of the credit card agreements, changes to or termination of cardholder benefits, any contractual constraints, association required inserts, programming requirements or limitations or cardholder exclusion requests, twice per year, during the term of this Agreement, MBNA America will offer to Boosters the opportunity to market the Boosters products and services to Customers who are in good standing through statement messages or statement inserts (the "Booster Promotions").

(b) The content of the Booster Promotions and the size, length and weight of the statement inserts must be previously approved in writing by MBNA America. To take advantage of any such opportunities, Boosters must inform MBNA America in writing and must develop, produce and deliver the Booster Promotions, at its cost, to MBNA America within forty five (45) days prior to the month of the scheduled mailing date of the billing statement to enable MBNA America to review and approve the Booster Promotions and to place them in the Customers' monthly billing statement. MBNA America shall be responsible for costs of inserting and mailing such insert materials, provided, however, that the weight of the inserted materials does not increase the postage costs over the normal and customary postage costs incurred by MBNA America in mailing periodic statements without the inserts described herein.

14. CUSTOMER LIST

(a) Twice per year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide Boosters with a list of the names and addresses, and if available, telephone numbers of Customers (hereinafter the "Customer List"). Boosters may integrate the information contained on the Customer List into the Boosters' list of members provided that Boosters shall not use this separate information to identify specific Members as Customers. Boosters may also use the information contained on the Customer List to solicit Customers to join Seminole Boosters, Inc. 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, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to Boosters, and may restrict any use by Boosters of any Customer List or Customer Information which is provided by MBNA America to Boosters, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide 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 MBNA America.

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

(c) Any Customer List provided to Boosters may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. Boosters expressly acknowledges and agrees that Boosters has no property right or interest whatsoever in any Customer List. Boosters shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in this Agreement or in a separate writing by MBNA America. At all times Boosters shall keep in confidence and trust all Customer

Lists. Boosters further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and Boosters specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

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

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by Boosters or its employees, volunteers, agents, and/or representatives, MBNA America shall be entitled to injunctive relief to prevent violation or further violation by Boosters and/or its employees, volunteers, agents or representatives of this Agreement, 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 14 of this Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event Boosters 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, Boosters agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

15. 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 6, 7 (with respect to MBNA America's obligation to make payments, if any, after the termination of this Agreement), 9, 12(c), 12(d), 12(e), 12(f) and 14((except MBNA America's obligation to provide Boosters with a Customer List) 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 Boosters:

Seminole Boosters, Inc.
Florida State University
PO Box 1353
Tallahassee Florida 32302

ATTENTION: Mr. Andrew Miller,
President

Fax #: (850) 222-5929

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: James K. Kallstrom

Director of National Sales

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. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, Boosters may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of Boosters, which shall not be unreasonably withheld; provided however, that MBNA America may assign or transfer, without consent, its rights and/or obligations under this Agreement:

- (i) 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
- (ii) to any MBNA Affiliate which can fully perform the obligations of MBNA America to the extent assigned or transferred to such MBNA Affiliate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this 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.

(h) MBNA America and Boosters 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 Boosters 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 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.

(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.

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

SEMINOLE BOOSTERS, INC.

MBNA AMERICA BANK, N.A.

By: Robt Thomas By: Michael Duroch

Name: Robert Thomas Name: Michael Duroch

Title: Sec. Title: Senior Executive Vice President

Date: 7-23-02 Date: July 23, 2002

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for an Alumni Customer will be a fixed rate of 12.99%.
3. The current annual percentage rate for a Student Customer will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. BUSINESS 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 who has requested to be a part of 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 Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select Boosters Customers and/or Members at its own discretion.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is 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 who has requested to be a part of the Program.

1. There is NO annual fee for the first six months.

2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

D. GOLD OPTION ACCOUNTS

“Gold Option Account” means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member who has requested to be a part of the Program.

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

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Boosters 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each consumer Alumni Credit Card Account which has had active charging privileges for each of the preceding twelve months and which was open in the anniversary month.
3. \$1.00 (one dollar) for each consumer Student Credit Card which has had active charging privileges for each of the preceding twelve months and which was open in the anniversary month.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni 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. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Student 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)).

B. BUSINESS CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B, Section H, 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 transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

E. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members who have requested to be a part of the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members who have requested to be a part of 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. ROYALTY ADVANCE

1. Upon completion of the first Marketing Campaign (as defined herein), but no longer than forty-five (45) days from the Effective Date, MBNA America shall pay to Boosters the sum of three million thirty thousand dollars (\$3,030,000), as an advance against future Royalties, subject to the provisions set forth below (the "First Advance"). On each of July 23, 2003, July 23, 2004, July 23, 2005, July 23, 2006, July 23, 2007 and July 23, 2008, MBNA America will pay to Boosters the sum of one million two hundred eighty thousand dollars (\$1,280,000) (each a "Subsequent Advance" and together with the First Advance, the "Advances"). All Royalties accrued shall, in lieu of direct payment to Boosters, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Boosters as set forth in this Agreement. Notwithstanding the foregoing, if this Agreement terminated prior to September 30, 2009, as a result of an event described below in F.1(i), (ii) and (iii), then (a) after the effective date of termination, MBNA America shall no longer be obligated to pay any additional Advances to Boosters hereunder, and (b) Boosters hereby promises to pay MBNA America upon demand a sum equal to the amount, if any, by which the total amount of the Advances paid by MBNA America to Boosters exceeds the total amount of Royalties that Boosters has earned through the effective date of termination:

(i) MBNA America terminates this Agreement as a result of Boosters breach, including but not limited to failure to provide to MBNA America the marketing access described in Attachment #1, and such breach is not cured in accordance with the provisions of Section 12(a); and.

(ii) MBNA America terminates this Agreement, after giving notice and a time period to cure as provided for in Section 12(a), as a result of the University entering into, endorsing, sponsoring or promoting any Financial Service Product with any entity other than MBNA America (except as otherwise specifically provided for in Section 2(a)); or

(iii) Boosters terminates this Agreement for any reason other than solely as a result of MBNA America's failure to pay Boosters, when due, any amount (including any Royalty or Advance) that MBNA is required to pay to Boosters under the Agreement and such breach of non-payment is not cured in accordance with the provision of Section 12(a).

2. Notwithstanding the foregoing, if MBNA America has provided notice to Boosters in accordance with Section 12(a), and an Advance is due during the Cure Period, MBNA America may withhold the Advance then due until such time as the breach is cured.

3. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to Boosters in prior years, and pays Boosters Royalties accrued by Boosters 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.

G. ROYALTY GUARANTEE

MBNA America hereby guarantees to Boosters that MBNA America shall pay Boosters a minimum of ten million seven hundred ten thousand dollars (\$10,710,000) (the "Guarantee Amount") during the full initial term of the Agreement, subject to the provisions set forth below. If on September 30, 2009 Boosters has not accrued \$10,710,000 in Royalties, MBNA America will promptly pay Boosters an amount equal to the Guarantee Amount minus the sum of all Royalties and Advances paid to Boosters during the initial term of this Agreement. Notwithstanding the foregoing, if this Agreement terminates before September 30, 2009, as a result of an event described in Section F.1(i), (ii) or (iii) of this Schedule B, then this Section G shall have no force or effect

ATTACHMENT #1

I. MARKETING ACCESS

MBNA America shall not be prohibited or otherwise prevented from conducting the activities below during each consecutive twelve month period during the term of this Agreement

1. at least six (6) direct mail campaigns to the full updated Mailing List;
2. at least six (6) telemarketing contacts to the full updated Mailing List;
3. marketing to all students; and
4. on-campus promotion campaigns (e.g., tabling and postering) at major events including but not limited to those events listed in Section II below.

II. PROMOTIONAL OPPORTUNITIES

In accordance with Section 2(i) of this Agreement, Boosters shall, or shall cause the University, to provide the following to MBNA America at no additional cost:

- (a) Necessary access, during each year of this Agreement, for MBNA to conduct direct promotion events for the Program at all University athletic events.
- (b) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. The Locations shall be at prominent locations and will be mutually agreed upon by Boosters and MBNA America.
- (c) Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (d) Four (4) parking permits/passes for each game at which MBNA America will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (f) MBNA America shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event.

(g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and Boosters and both parties agree to be reasonable.

(h) MBNA America has the right to place Licensed Trademarks on gifts for individuals completing applications and on other premium items.

EXHIBIT A

[Attach Trademarks to be used with the Program]

FLORIDA STATE UNIVERSITY SEMINOLES IDENTITY

full color version

Interlocking FS



Official Helmet Mark



VERBIAGE:

- Florida State University®
- FSU®
- Noles™
- FSU® Seminoles®
- Florida State®
- Seminoles®
- Florida State® Seminoles®
- F + S™ (Interlocked)

IndianHead #1 - Florida State



IndianHead #2 - State



IndianHead #3 - Lady Seminole



Official Seal



Horse and Rider



SCHOOL COLORS

- FSU Garnet
- FSU Gold
- FSU Metallic Gold
- Black
- White
- FSU Brown

PANTONE COLORS

- PANTONE 187
- PANTONE 123
- PANTONE 872
- PANTONE Process Black
- White
- PANTONE 472



NOTE: The marks of Florida State University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.
 *PANTONE® is a registered trademark of PANTONE, Inc.

ATTACHMENT #2

[Attach Licensed Trademark Standards]

GENERAL INFORMATION

LOCATION: Tallahassee, FL

SYMBOL OF THE SEMINOLE SPIRIT

ESTABLISHED DATE: 1851

CONFERENCE: Atlantic Coast Conference (ACC)

No one impaled on spear

No reference to scalping

No reference to red

Do not use term "Mascot"

ADDITIONAL PERTINENT INFORMATION

	Yes	No	Restrictions
University seal permitted on products for resale:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Alterations to seal permitted:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nothing can touch or overlay
Overlaying/intersecting graphics permitted with seal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
University licenses consumables	<input checked="" type="checkbox"/>	<input type="checkbox"/>	With lab test results
University licenses health & beauty products:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	With test results
University permits numbers on products for resale:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mascot caricatures permitted:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No Indian caricatures
Cross Licensing with other marks permitted:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.

NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.

There can only be one manufacturers' brand per product. The brand cannot be more than 50% of symbol.

EXHIBIT B

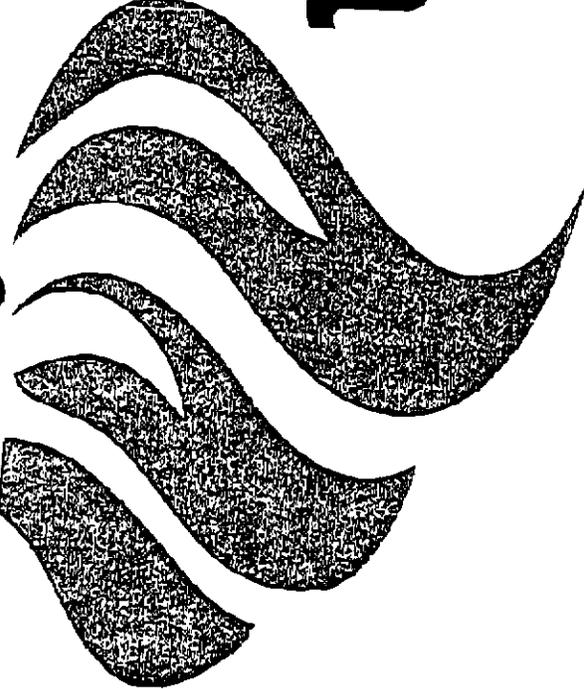
[Attach quarterly report prepared by compensation]

EXHIBIT C

[Attach the Trademark currently used by Florida State University Credit Union with its credit card program, charge card program and travel and entertainment card program]

Attn: Steve Dye
694.2919 - Fax
(2 page letter)
From: Harmony Nasy
294-4960 X148

Florida State University Credit Union





**PLUS REWARDS ADDENDUM TO THE
SEMINOLE BOOSTERS, INC AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 31st day of October, 2002 by and between **Seminole Boosters, Inc.** ("BOOSTERS"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BOOSTERS 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 BOOSTERS; and

WHEREAS, BOOSTERS and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of BOOSTERS'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 agreement contained herein, BOOSTERS and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by BOOSTERS under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. BOOSTERS 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 BOOSTERS's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

5. During the term of the Agreement, BOOSTERS will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. 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.

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

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

SEMINOLE BOOSTERS, INC
By: [Signature]
Name: Arny Miller
Title: President
Date: 10/31/2002

MBNA AMERICA BANK, N.A.
By: [Signature]
Name: Michael Durrah
Title: SEVP
Date: 12/4/02

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. \$0.00 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 11.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$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.
- C. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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, money orders, bets, lottery tickets, or casino gaming chips)).

FIA CARD SERVICES™

September 29, 2009

Mr. Andrew Miller - President
Seminole Boosters, Inc.
Florida State University
P.O. Box 1353
Tallahassee, Florida 32302

RE: Amendment and Extension of Agreement.

Dear Mr. Miller:

This letter confirms our understanding that FIA Card Services, N.A. ("Bank") and the Seminole Boosters, Inc. ("Boosters") would like to extend the current term of the Affinity Agreement last dated July 23, 2002 (as it has been amended) wherein Bank provides Financial Service Products to Members of Boosters (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to March 31, 2010 and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term or enter into a new Agreement. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

Except as amended by this letter, 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 letter addendum and the Agreement shall be governed by this letter addendum.

This letter 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 letter 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.

To acknowledge your acceptance of, and agreement to, this letter addendum, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,
FIA Card Services, N.A.

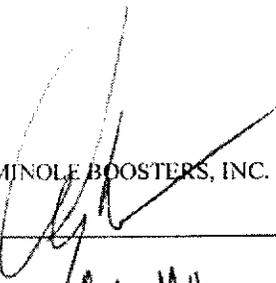
Accepted and agreed:
FIA CARD SERVICES, N.A.

By: 

Name: MICHAEL L. PARSONS JR

Title: SVP

SEMINOLE BOOSTERS, INC.

By: 

Name: Andy Miller

Title: President; CEO

FIA CARD SERVICES™

June 29, 2009

Mr. Andrew Miller - President
Seminole Boosters, Inc.
Florida State University
P.O. Box 1353
Tallahassee, Florida 32302

RE: Amendment and Extension of Agreement

Dear Mr. Miller:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and Seminole Boosters, Inc. ("Boosters") would like to extend the current term of the Affinity Agreement dated as of July 23, 2002 (as it has been amended) wherein Bank provides Financial Service Products to Members of Boosters (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new agreement or addendum and other good and lawful consideration, the parties agree that the first sentence of Section 10 of the Agreement is hereby amended by deleting the reference to "September 30, 2009" and replacing it with "December 31, 2009".

Except as amended by this letter, 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 letter addendum and the Agreement shall be governed by this letter addendum.

This letter 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 letter 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.

FIA CARD SERVICES™

To acknowledge your acceptance of, and agreement to, this letter addendum, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,
FIA Card Services, N.A.

Accepted and agreed:

FIA CARD SERVICES, N.A.

By: *Michael L. Parsons*

Name: MICHAEL L PARSONS

Title: SVP

SEMINOLE BOOSTERS, INC.

By: *Matt Behrke*

Name: Matt Behrke

Title: Chief Financial Officer