

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and SOIL AND WATER CONSERVATION SOCIETY, an Iowa corporation having its principal place of business in Ankeny, Iowa (hereinafter referred to as "SWCS") for themselves, their successors and assigns.

WHEREAS, the parties and TRANS NATIONAL GROUP SERVICES, INC., entered into an Agreement dated September 16, 1987; as so amended by Addenda dated October 6, 1989 and October 11, 1991 (the "Original Agreement"); and

April 25, 1985,

WHEREAS, MBNA America is responsible for the administration of the credit card and related financial service programs; and

WHEREAS, TNFS LIMITED PARTNERSHIP ("TNFS"), the sole successor in interest to TNGS, has assigned all of its rights under the Original Agreement to MBNA America and is therefore, no longer a party to the Original Agreement.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means June 30, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" means credit card programs, revolving loan programs, general bank card services and travel and entertainment card services and deposit services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of SWCS plus other participants mutually agreed to by SWCS and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by SWCS during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate SWCS with Royalties generated thereby, and SWCS agrees to exclusively endorse the Program and provide MBNA America with information,

licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF SWCS

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

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

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

(d) SWCS shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by SWCS.

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

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

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

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 approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of SWCS.

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

(f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

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

7. RATES AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and SWCS expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or

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

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning June 30, 1994 until June 30, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of June 30, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

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

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

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

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

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both parties hereto.
- (b) The obligations in Sections 6, 8, and 9 (c) shall survive any termination or expiration of this Agreement.
- (c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

- (i) If to SWCS:

SOIL AND WATER CONSERVATION SOCIETY
7515 NE Ankeny Road
Ankeny, Iowa 50021

ATTENTION: Mr. Douglas Kleine
Executive Vice President

- (ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Mr. Terrance R. Flynn
Senior Executive Vice President

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

If SWCS is providing MBNA America with notice pursuant to Section 9 (a) herein, SWCS must provide notice at least twelve (12) months before the effective date contained in such notice.

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

America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

SOIL AND WATER CONSERVATION SOCIETY

Dated this 26 day of May, 1994

By: _____
Title: _____

MBNA AMERICA BANK N.A.

Dated this 6 day of June, 1994

By: _____
Title: Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

- * There is NO Annual Fee for the first year for the Members.
- * The Annual Fee when applied is : \$40.00 Gold Credit Card Account.
\$20.00 Preferred Credit Card Account.
- * The current Annual Percentage Rate for Members will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- * The current Annual Percentage Rate for Students will be a fixed rate of 19.8%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

B. GOLD RESERVE ACCOUNTS

- * There is NO Annual Fee for the first six (6) months for the Members.
- * The Annual Fee for the second six (6) months, when applied, is \$7.50.
- * Thereafter the Annual Fee, when applied, is \$15.00.
- * The current Annual Percentage Rate is 16.9%.

C. GOLD OPTION ACCOUNTS

- * There is NO Annual Fee for the Members.
- * The current Annual Percentage Rate is 15.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay SOIL AND WATER CONSERVATION SOCIETY a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Customer of SWCS, which remains open for at least ninety (90) days.
- * \$3.00 for each year a Credit Card Account is renewed and an Annual Fee is paid by a Customer.
- * \$0.15 per retail purchase transaction made by a Customer (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- * \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- * 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- * \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

- * \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- * 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- * \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

SCHEDULE B

DEPOSIT SERVICES

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

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

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

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

III. MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT

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

IV. ROYALTIES

- * Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of SWCS Members obtained by MBNA America pursuant to the Program.

* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of SWCS Members obtained by MBNA America pursuant to the Program.

* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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



MBNA Corporation
400 Christiana Road
Newark, Delaware 19713

(800) 445-9910

March 29, 1995

Douglas Kleins
Executive Vice President
Soil & Water Conservation Society
7515 North East Ankeny Road
Ankeny, IA 50021

Dear Mr. Kleins:

As you are aware, we have recently enhanced the Credit Card Benefit for your Members by modifying the program to eliminate the annual fee. We have done this with no change to the level of service we provide.

As a result, we need to update the royalty provision of the agreement to provide for this important change. The dollar royalty per account has not changed. This new calculation will be effective for all your accounts as of January 1, 1995 and is implemented by replacing current renewal compensation language with the following:

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

In order to continue to offer this enhancement, we need you to countersign and return this letter to me, keeping a copy for your records. If you would like to discuss any aspects of our program, please call me at (800-441-7048, extension 71417).

Sincerely,

Peter Murphy
Vice President

Soil & Water Conservation Society

Prof
3/30

QADP

CONFIDENTIAL

August 8, 1996

Dear Douglas Kleine:

In order to enhance the customer service provided to Soil and Water Conservation Society ("Business") by MBNA America Bank, N.A. ("MBNA"), this Letter amends the Business Credit Card Agreement [or Business Credit Agreement] ("Agreement") between MBNA and Business. This Letter shall be transferred upon assignment of the Agreement and the terms contained herein shall run commensurate with the Agreement.

Business hereby grants MBNA and its affiliates a license ("License") to use any tradename, trademark, design, image, visual representation, logo and service mark ("Trademarks") used or acquired by Business solely in conjunction with the Cards, including the promotion thereof. Business indemnifies and holds harmless MBNA, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all loss, liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, arising from the License or from MBNA's use of the Trademarks in reliance thereon. Nothing stated in the Agreement or this License prohibits Business from granting to other persons a license to use the Trademarks in conjunction with providing any other service or product, except for any business credit card product.

Current Rates and Fees:

**The Annual Percentage Rate is 17.9%.

** \$25 / First Five Free

(Additional fees may be assessed from time to time in accordance with the standard MBNA business credit program.)

The parties intend that this Letter constitute part of the Agreement, and as such may be amended from time to time as permitted in the Agreement.

Please cause this Letter to be signed by your duly authorized representative(s) this 19th day of Aug 1996:

MBNA America Bank, N.A.

Soil and Water Conservation Society

By: [Signature]

By: [Signature]

Name: John Thomas

Name: Douglas M. Kleine

Title: VP

Title: EVP

Date: 8.27.96

Date: 8/19/96

**SELECT REWARDS ADDENDUM
TO THE SOIL AND WATER CONSERVATION SOCIETY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 21st day of Jan, 2002, by and between SOIL AND WATER CONSERVATION SOCIETY ("SWCS"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SWCS 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 SWCS; and

WHEREAS, SWCS and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Select Rewards Enhancement") as another aspect of SWCS'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, SWCS and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The term "New Select Reward Credit Card Account" means a credit card account carrying the Select Rewards Enhancement, which is opened pursuant to the Program based upon a solicitation source code first utilized by MBNA America on or after December 1, 2001.
3. The term "Test Select Reward Credit Card Account" means a credit card account carrying the Select Rewards Enhancement, which is opened pursuant to the Program based upon a solicitation source code first utilized by MBNA America prior to December 1, 2001.
4. The parties agree that the Select Rewards Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is 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 Select Rewards Enhancement to some or all of the persons included on the lists provided by SWCS under the Agreement. The Select Rewards Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Select Rewards Enhancement name(s), in its sole discretion, from time to time.
5. SWCS agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to the Select Rewards Enhancement (other than MBNA America programs). Subject to the foregoing, all of SWCS's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Select Rewards Enhancement.

6. During the term of the Agreement, but subject to the other terms of the Agreement, SWCS will receive the royalties set forth on Attachment #1, Section II. for the New Select Reward Credit Card Accounts. All New Select Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1, Section II., notwithstanding any other provision of the Agreement.

7. During the term of the Agreement, but subject to the other terms of the Agreement, SWCS will receive the royalties set forth on Attachment #1, Section III. for the Test Select Reward Credit Card Accounts. All Test Select Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1, Section III., notwithstanding any other provision of the Agreement.

8. 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.

9. 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 made by any party or its employees, officers or agents shall be valid or binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has 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.

SOIL AND WATER CONSERVATION SOCIETY	MBNA AMERICA BANK, N.A.
By: <u>Craig Cox</u>	By: <u>Elizabeth Hershey-Ross</u>
Name: <u>Craig Cox</u>	Name: <u>Elizabeth Hershey-Ross</u>
Title: <u>Executive Vice President</u>	Title: <u>SEVP</u>
Date: <u>1/21/02</u>	Date: <u>2/14/02</u>

Attachment #1

I. Select Rewards Enhancement Brief Product Description

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

- A. There is no annual fee.
- B. The current annual percentage rate is 11.99%.
- C. Customers may be able to select credit insurance or credit protection as a benefit under the Program.

II. Select Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay SWCS a Royalty calculated as follows, for those New Select 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 Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a New Select Reward Credit Card Account.
- B. \$1.00 (one dollar) for each New Select 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 New Select 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 New Select Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A New Select Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% 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 Select Reward 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 Select Reward Credit Card Accounts which, 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 Select Reward Credit Card Account.

III. Test Select Reward Credit Card Account Royalties

Effective as of January 1, 2002, and during the term of this Agreement, MBNA America will pay SWCS a Royalty calculated as follows, for those Test Select 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 Test Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Test Select Reward Credit Card Account.
- B. \$3.00 (three dollars) for each Test Select 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 Test Select 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 Test Select Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Test Select Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a consumer Test Select 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®

VIA OVERNITE DELIVERY

March 29, 2011

Mr. Douglas Kleine
Executive Vice President
Soil and Water Conservation Society
7515 NE Ankeny Road
Ankeny, Iowa 50021

Dear Mr. Kleine:

I am writing to inform you that following a comprehensive review of the Soil and Water Conservation Society credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement last dated June 6, 1994, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9(a) of the Agreement.

The Agreement's expiration date is **June 30, 2011**.

We have appreciated your endorsement. Please contact me with any questions at (302) 432-6058.

Sincerely,



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