

TAPPI FOUNDATION, INC.
AFFINITY AGREEMENT

This Agreement is entered into as of this 2nd day of July, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and TAPPI FOUNDATION, INC., having its principal place of business in Atlanta, Georgia ("TAPPI FOUNDATION, INC.") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Non-Student Credit Card Account" is a Credit Card Account where the primary applicant is a Non-Student Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by TAPPI FOUNDATION, INC. as a student.
 - (ii) "Non-Student Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a student member of the Technical Association of the Pulp and Paper Industry, and/or TAPPI FOUNDATION, INC. and/or other potential participants mutually agreed to by TAPPI FOUNDATION, INC. and MBNA America.

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

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

(i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by TAPPI FOUNDATION, INC. during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF TAPPI FOUNDATION, INC.

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

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

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

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

(e) Upon the request of MBNA America, TAPPI FOUNDATION, INC. shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by TAPPI FOUNDATION, INC. or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due TAPPI FOUNDATION, INC. The initial Mailing List shall contain

at least twenty six thousand five hundred (26,500) names with corresponding postal addresses and, when available, telephone numbers.

(f) TAPPI FOUNDATION, INC. shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to TAPPI FOUNDATION, INC. Notwithstanding the above, TAPPI 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 materials provided by MBNA America to TAPPI FOUNDATION, INC. Any correspondence received by TAPPI FOUNDATION, INC. that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

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

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of TAPPI FOUNDATION, INC.

(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 TAPPI FOUNDATION, INC.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of TAPPI FOUNDATION, INC. 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 TAPPI FOUNDATION, INC.

4. REPRESENTATIONS AND WARRANTIES

(a) TAPPI FOUNDATION, INC. 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) TAPPI FOUNDATION, INC. represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. TAPPI FOUNDATION, INC. will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from

MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to TAPPI FOUNDATION, INC. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. PROGRAM ADJUSTMENTS

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

7. CONFIDENTIALITY OF AGREEMENT

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

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2001. This Agreement will automatically extend at the end of the initial

term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or TAPPI FOUNDATION, INC., 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 TAPPI FOUNDATION, INC. becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

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

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

11. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), and 10(d) 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 TAPPI FOUNDATION, INC.:

TAPPI FOUNDATION, INC.
P. O. Box 105113
Atlanta, GA 30348

ATTENTION: Jeffrey J. Petro
Assistant Secretary-Treasurer

(2) If to MBNA America:

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

ATTENTION: Division Manager,
Group Administration/Sales

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, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and TAPPI FOUNDATION, INC. 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 TAPPI FOUNDATION, INC. and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

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

TAPPI FOUNDATION, INC.

MBNA AMERICA BANK, N.A.

By: Jeffrey J Petru

By: Michelle D Shepherd

Name: JEFFREY J PETRU

Name: Michelle D Shepherd

Title: Asst. Sec - Treas.

Title: SEVP

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. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For MBNA Platinum Plus Non-Student Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 7.4%. For Non-Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 17.9%, or a variable rate of prime plus 7.9%. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 18.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

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 18.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This royalty shall not be paid for those credit card accounts that were originally opened pursuant to a separate agreement between Technical Association of the Pulp and Paper Industry and MBNA America.
2. \$1.00 (one dollar) for each 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 Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.30% (thirty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Non-Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 0.30% (thirty one hundredths of one percent) of all retail purchase transaction dollar volume generated by MBNA Platinum Plus Non-Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 0.20% (twenty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days. This royalty shall not be paid for those Gold Reserve accounts that were originally opened pursuant to a separate

agreement between Technical Association of the Pulp and Paper Industry and MBNA America.

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.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Option Account opened, which remains open for at least ninety (90) consecutive days. This royalty shall not be paid for those Gold Option accounts that were originally opened pursuant to a separate agreement between Technical Association of the Pulp and Paper Industry and MBNA America.
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.

D. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) 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.

Termination Agreement

This Termination Agreement (the "Agreement") is entered into as of this 2nd day of July, 1996, (the "Effective Date"), by and between Technical Association of the Pulp and Paper Industry ("TAPPI") and MBNA America Bank N.A. ("MBNA") for themselves, and their respective successors and assigns.

WHEREAS, TAPPI, Maryland Bank, N.A. and Trans National Group Services, Inc. entered into that certain agreement last dated July 20, 1986, (the "1986 Agreement") as amended by addenda dated May 11, 1987; April 28, 1988; November 9, 1989 (collectively the "Original Agreement"); and

WHEREAS, MBNA is the successor in interest to Maryland Bank, N.A.; and

WHEREAS, TNFS Limited Partnership, as assignee of all of Trans National Group Services, Inc. rights and responsibilities under the 1986 Agreement, has assigned all of its rights and responsibilities to MBNA so that TAPPI and MBNA are now the only parties to the Original Agreement; and

WHEREAS, TAPPI and MBNA now wish to terminate the Original Agreement ("Termination") and agree upon their respective rights and duties following Termination ;

NOW THEREFORE, TAPPI and MBNA agree as follows:

1. The Original Agreement shall be deemed terminated as of the Effective Date.
2. Upon execution of this Agreement, MBNA shall pay royalties due to TAPPI under the Agreement up to the Effective Date.
3. The provisions of Sections 7 and 10(d) of the 1986 Agreement shall survive Termination and shall continue to bind the parties as if they were set forth herein. The parties agree to keep confidential and not to disclose to any person or entity the terms of this Agreement.
4. The provisions of Section 2(g) of the 1986 Agreement shall survive Termination and shall continue to bind the parties until July, 2, 1997.
5. When used in this Agreement,
 - (a) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.

(b) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by TAPPI.

6. In consideration of its desire that MBNA continue a financial service product program, of a nature similar to the Original Agreement, with TAPPI FOUNDATION, INC., a separate entity established to advance the interests and programs of TAPPI, TAPPI agrees: (i) that neither TAPPI nor any entity that TAPPI controls or has an interest in, shall endorse, sponsor, aid, develop, or enter into any agreement, with any entity or person, for the purpose of offering a Financial Service Products in the United States, or license or permit the sublicense of any Trademark for such purpose; (ii) it shall regularly provide TAPPI FOUNDATION, INC. with TAPPI's membership list so that TAPPI FOUNDATION, INC. can fulfill its contractual obligation to provide MBNA with a list of TAPPI's members; (iii) neither TAPPI nor any entity that TAPPI controls or has an interest in, will sell, rent, distribute, or provide access to its membership list to any entity or person, other than MBNA, for the purpose of a Financial Service Products solicitation in the United States.

7. The obligations set forth in Section 6 of this Agreement shall be for a period commencing as of the Effective Date of this Agreement and ending upon the termination of the financial services product agreement between MBNA and TAPPI FOUNDATION, INC., entered into as of July 2, 1996.

8. The parties agree that the time span, scope and area covered by the restrictive covenants contained in this Agreement are reasonable and that it is the intent of the parties that such covenants be valid and enforceable as specifically set forth. If it is determined that any part of any covenant is not valid or enforceable as set forth, the covenant shall be modified so as to result in the same being valid to the maximum extent permitted by law.

9. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties.

10. This Agreement contains the entire agreement between the parties and may be altered or amended only by written agreement signed by both parties. This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Agreement is deemed to be invalid, the balance of the Agreement shall remain in force as if such invalid portion was not contained herein.

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

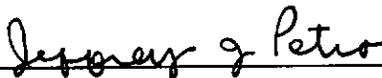
MBNA America Bank, N.A.

Technical Association of the Pulp
and Paper Industry

By: 

Name: Michelle D Shepherd

Title: SEVP

By: 

Name: JEFFREY J PETRO

Title: DIR OF ADMIN
TAPPI

MBNA America
DEPOSIT PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 20th day of January, 1999, by and between TAPPI Foundation, Inc. ("TAPPI") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TAPPI and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, 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 TAPPI; and

WHEREAS, TAPPI and MBNA America mutually desire to amend the Agreement to include MBNA America's Money Market Deposit Account and Certificate of Deposit Account Program, as such program may be amended from time to time (the "Deposit Program"): (i) as a financial service provided by MBNA America; and (ii) as another part of TAPPI's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that the Deposit Program is now a part of the Program (as such Deposit Program or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Deposit Program to some or all of the persons included on the lists provided by TAPPI under the Agreement.
3. TAPPI agrees to (i) exclusively endorse the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program similar to the Deposit Program. Subject to the foregoing, all of TAPPI's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program.
4. Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by TAPPI to any person or entity to purchase MBNA America's services under the Deposit Program.
5. During the term of the Agreement, TAPPI will receive the royalties set forth below for accounts opened pursuant to the Deposit Program.

0.05% (five one hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts and money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
6. The Deposit Program compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposit Program accounts.

7. Upon termination or expiration of the Agreement, or any aspect of the Program, TAPPI shall not take action to cause the removal of TAPPI's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, TAPPI hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. TAPPI represents and warrants that TAPPI has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

8. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed by 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 or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

TAPPI Foundation, Inc.

By: Jeffrey J. Petru
Name: JEFFREY J. PETRU
Title: Exec. Dir.
Date: 99-01-20

MBNA America Bank, N.A.

By: [Signature] 2/1/99
Name: Robert C. Bacchieri
Title: Senior Vice President

**SELECT REWARDS ADDENDUM
TO THE TAPPI FOUNDATION, INC. AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 25th day of Jan, 2002, by and between TAPPI FOUNDATION, INC. ("TAPPI"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TAPPI 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 TAPPI; and

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

TAPPI FOUNDATION, INC.

MBNA AMERICA BANK, N.A.

By: Carnie Wall
no

By: 

Name: Carnie M. Wall

Name: JJ Roszkowski

Title: Executive Director

Title: SEVD

Date: 1/25/02

Date: 3/26/02

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

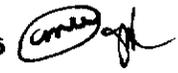
During the term of this Agreement, MBNA America will pay TAPPI a Royalty calculated as follows, for those New Select Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA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

- A. \$1.00 (one dollar) for each New Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days ^{days} ^{MBNA} ^{PL}. 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 TAPPI 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:

- Pauls* 
- 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. \$1.00 (one 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. 0.30% (thirty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers 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 Certified Mail with Return Receipt Requested

April 25, 2011

Mr. Jeffrey J. Petro
Assistant Secretary - Treasurer
Tappi Foundation, Inc.
P.O. Box 105113
Atlanta, GA 30348

Dear Mr. Petro:

I am writing to inform you that following a comprehensive review of the Tappi Foundation, Inc. credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Affinity Agreement entered into as of July 2, 1996, as the same has been amended ("Agreement").

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

The Agreement's expiration date is **July 31, 2011**.

We have appreciated your endorsement.

Sincerely,



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