

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 30th day of November, 1995 (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 NATIONAL ALUMNAE ASSOCIATION OF TEXAS WOMAN'S UNIVERSITY, an alumnae association having its principal place of business in Denton, Texas ("NATIONAL ALUMNAE ASSOCIATION (NAA)") for themselves, and their respective successors and assigns.

WHEREAS, NATIONAL ALUMNAE ASSOCIATION (NAA) 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 "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of NATIONAL ALUMNAE ASSOCIATION (NAA); and

WHEREAS, NATIONAL ALUMNAE ASSOCIATION (NAA) and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, NATIONAL ALUMNAE ASSOCIATION (NAA) and MBNA America agree as follows:

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.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, debit card programs, installment loan programs, revolving loan programs, charge card programs, deposit programs, long distance calling card programs and other related financial service 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 member of NATIONAL ALUMNAE ASSOCIATION (NAA) and/or other potential participants mutually agreed to by NATIONAL ALUMNAE ASSOCIATION (NAA) 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 NATIONAL ALUMNAE ASSOCIATION (NAA) during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF NATIONAL ALUMNAE ASSOCIATION (NAA)

(a) NATIONAL ALUMNAE ASSOCIATION (NAA) 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; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Services 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; and (iii) no NATIONAL ALUMNAE ASSOCIATION (NAA) publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

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

(e) Upon the request of MBNA America, NATIONAL ALUMNAE ASSOCIATION (NAA) 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 NATIONAL ALUMNAE ASSOCIATION (NAA) or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due NATIONAL ALUMNAE ASSOCIATION (NAA). Such Mailing Lists shall contain at least forty-five thousand (45,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) NATIONAL ALUMNAE ASSOCIATION (NAA) 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 NATIONAL ALUMNAE ASSOCIATION (NAA).

(g) NATIONAL ALUMNAE ASSOCIATION (NAA) 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 NATIONAL ALUMNAE ASSOCIATION (NAA) from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) NATIONAL ALUMNAE ASSOCIATION (NAA) shall provide MBNA America with a subscription without charge to any and all NATIONAL ALUMNAE ASSOCIATION (NAA) publications.

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 NATIONAL ALUMNAE ASSOCIATION (NAA).

(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 NATIONAL ALUMNAE ASSOCIATION (NAA).

(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 NATIONAL ALUMNAE ASSOCIATION (NAA). 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by NATIONAL ALUMNAE ASSOCIATION (NAA).

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

4. REPRESENTATIONS AND WARRANTIES

(a) NATIONAL ALUMNAE ASSOCIATION (NAA) 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) NATIONAL ALUMNAE ASSOCIATION (NAA) 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.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to NATIONAL ALUMNAE ASSOCIATION (NAA). 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.

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. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

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 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 NATIONAL ALUMNAE ASSOCIATION (NAA) shall be permitted to disclose such terms (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 Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on November 30, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

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 NATIONAL ALUMNAE ASSOCIATION (NAA), 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 NATIONAL ALUMNAE ASSOCIATION (NAA) 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 communicated by NATIONAL ALUMNAE ASSOCIATION (NAA) to the Members. Upon termination of this Agreement, NATIONAL ALUMNAE ASSOCIATION (NAA) shall not attempt to cause the removal of NATIONAL ALUMNAE ASSOCIATION (NAA)'s identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

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 6, 8, 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 received (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:

(i) If to NATIONAL ALUMNAE ASSOCIATION (NAA):

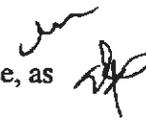
National Alumnae Association of Texas Woman's University
University Drive, P.O. Box 425795
Denton, TX 76204-5795

ATTENTION Ms. Donna Ryan:
Director

(ii) 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. If NATIONAL ALUMNAE ASSOCIATION (NAA) is providing MBNA America with notice pursuant to Section ~~9~~ herein, NATIONAL ALUMNAE ASSOCIATION (NAA) 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 herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, NATIONAL ALUMNAE ASSOCIATION (NAA) may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of NATIONAL ALUMNAE ASSOCIATION (NAA). MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and NATIONAL ALUMNAE ASSOCIATION (NAA) 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 NATIONAL ALUMNAE ASSOCIATION (NAA) and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) NATIONAL ALUMNAE ASSOCIATION (NAA) recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, NATIONAL ALUMNAE ASSOCIATION (NAA) agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that NATIONAL ALUMNAE ASSOCIATION (NAA) does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

(k) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, 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 fault beyond its reasonable control or without its fault or negligence.

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

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

NATIONAL ALUMNAE
ASSOCIATION OF TEXAS
WOMAN'S UNIVERSITY

MBNA AMERICA BANK, N.A.

National Alumnae Assoc
By: *Texas Woman's University*

By:

Name: *Danna Lynn*
12-14-95

Name:

Title: *Executive Director*

Title:

William P. Morrison
WILLIAM P. MORRISON
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 for Non-Student Members.

There is NO annual fee for Student Members.

2. The current annual percentage rate for Non-Student Members will be a ~~fixed rate of 17.9%~~ 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. ✓ DR

The current annual percentage rate for Student Members will be a ~~fixed rate of 18.9%~~ or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency. ✓ DR

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

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Non-Student or Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Non-Student or Student 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.

\$3.00 (three dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the Credit Card Account.

3. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a Non-Student or Student Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 29th day of February, 2000, by and between National Alumnae Association of Texas Woman's University ("NATWU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, NATWU and MBNA America are parties to an affinity agreement dated November 30, 1995, 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 NATWU;

WHEREAS, NATWU and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option"), Gold Reserve product ("Gold Reserve") Money Market Deposit Account and Certificate of Deposit Account Program (the "Deposit Program"), as such products and programs may be amended from time to time: (i) as financial services provided by MBNA America; and (ii) as another part of NATWU's Program under the Agreement; and

WHEREAS, NATWU and MBNA America also mutually desire to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, NATWU 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 current term of the Agreement is hereby extended to end on November 30, 2005. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Effective April 1, 2000, the Royalties set forth in Section A of Schedule B of the Agreement are hereby deleted in their entirety and replaced with the following:

A. CREDIT CARD ACCOUNTS

- i. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- ii. \$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.
- iii. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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)).

4. GOLD OPTION

(i) The parties agree that Gold Option (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, to some or all of the persons included on the lists provided by NATWU under the Agreement.

(ii) NATWU agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. Subject to the foregoing, all of NATWU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.

(iii) During the term of the Agreement, NATWU will receive the royalties set forth on Attachment #1, Section II for Gold Option accounts opened pursuant to the Program.

5. GOLD RESERVE

(i) The parties agree that Gold Reserve (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Reserve to some or all of the persons included on the lists provided by NATWU under the Agreement.

(ii) NATWU agrees to (i) exclusively endorse Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Reserve. Subject to the foregoing, all of NATWU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Gold Reserve.

(iii) During the term of the Agreement, NATWU will receive the royalties set forth on Attachment #1, Section II for Gold Reserve accounts opened pursuant to the Program.

6. DEPOSIT PROGRAM

(i) 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 NATWU under the Agreement.

(ii) NATWU 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 NATWU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program.

(iii) Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by NATWU to any person or entity to purchase MBNA America's services under the Deposit Program.

(iv) During the term of the Agreement, NATWU will receive the royalties set forth on Attachment #1, Section II for accounts opened pursuant to the Deposit Program.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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 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.

NATIONAL ALUMNAE ASSOCIATION
OF TEXAS WOMEN'S UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Ann Williams
Name: Ann Williams
Title: President N A A
Date: February 29, 2000

By: Michael Durrah
Name: Michael Durrah
Title: Senior Executive Vice President
Date: April 4, 2000

ATTACHMENT #1

I. 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. GOLD OPTION

"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. Gold Option is a no annual fee revolving loan-type product.
2. The current annual percentage rate is as low as 15.99%.
3. Customers can request that checks be drawn upon a predetermined line of credit.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserveSM (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 15.99%.

C. 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.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay NATWU 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. GOLD OPTION

1. \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
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

unauthorized transactions) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. 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 and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

B. 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.

C. DEPOSIT ACCOUNTS

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.

**ADDENDUM TO THE TEXAS WOMAN'S UNIVERSITY FORMER STUDENTS ASSOCIATION
AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 28th day of September, 2005 by and between Texas Woman's University Former Students Association (f.k.a. National Alumnae Association of Texas Woman's University ("TWUFSA")), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TWUFSA and MBNA America are parties to an amended and restated affinity agreement dated November 30, 1995, as the same was amended by addendum dated February 29, 2000 (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, TWUFSA 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 current term of the Agreement is hereby extended to end on November 30, 2010. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. As used in this Addendum the following terms have the following meaning:

(i) "Group Incentive Program" or "GIP" means any marketing or other program whereby TWUFSA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(ii) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which TWUFSA complies with the GIP provisions of this Agreement.

(iii) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

(iv) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which TWUFSA complies with the GIP provisions of the Agreement.

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

4. The Agreement is hereby amended by adding the following new Section 12:

12. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by TWUFSA pursuant to any GIP. In that regard, TWUFSA shall give MBNA America sixty (60) days prior notice of its desire to engage in

marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle TWUFSA to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by TWUFSA as instructed by MBNA America for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by TWUFSA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of TWUFSA pursuant to any GIP shall be deducted from any or all Royalty payments due TWUFSA under this Agreement.

(e) TWUFSA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

5. Schedule B of the Agreement is hereby amended by adding the following new Sections B, C, D, and E:

B. GIP ACCOUNTS

\$35.00 (thirty five dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed]. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

3. 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 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 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 Reward Credit Card Account.
4. \$35.00 (thirty five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

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

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

**TEXAS WOMAN'S UNIVERSITY
FORMER STUDENT ASSOCIATION**

By: Barbara Taylor
Name: BARBARA TAYLOR
Title: President
Date: Sept 28, 2005

MBNA AMERICA BANK, N.A.

By: Thomas W. Brooks
Name: Thomas W. Brooks
Title: SEVP
Date: 1/11/06

FIA CARD SERVICES

ADDENDUM

TO THE TEXAS WOMEN'S UNIVERSITY FORMER STUDENTS ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT

MAR 10 2010

EXHIBIT ID #12

THIS ADDENDUM (the "Addendum") is entered into as of this 26th day of ~~November, 2009~~ ^{February, 2010} (the "Addendum Effective Date") by and between Texas Women's University Former Students Association (f/k/a National Alumnae Association of Texas Woman's University Former Students Association) ("TWUFSA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns. mbb SW

WHEREAS, TWUFSA and Bank are parties to an Amended and Restated Affinity Agreement dated as of November 30, 1995, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of TWUFSA; and

WHEREAS, TWUFSA and Bank mutually desire to: (i) clarify the fact that Texas Women's University ^a owns the Mailing List; and (ii) make certain other changes to the Agreement as provided for herein. mbb SW

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 1 of the Agreement is hereby amended by adding the following new definition:

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

3. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify TWUFSA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after TWUFSA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to TWUFSA, upon ninety (90) days advance written notice.

4. Section 10 of the Agreement is hereby amended by adding the following new subsection (e):

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify TWUFSA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If,

within thirty (30) business days after TWUFSA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to TWUFSA, upon ninety (90) days advance written notice."

5. The parties agree and affirm that the Mailing List is owned by Texas Woman's University. TWUFSA affirms it has the right and power to provide the Mailing List to Bank as set forth in the Agreement.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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 (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. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, 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.

**TEXAS WOMAN'S UNIVERSITY
FORMER STUDENTS ASSOCIATION**

FIA CARD SERVICES, N.A.

By: Madge B. Boynton
Name: MADGE B. BOYNTON
Title: President
Date: 2/26/10

By: Sandra Wirt
Name: SANDRA WIRT
Title: SVP
Date: 3/12/10

**SECOND AMENDED AND RESTATED
AFFINITY AGREEMENT
TWU FORMER STUDENTS ASSOCIATION**

This Agreement is entered into as of this 1st day of December, 2010 (the "Effective Date") by and between FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("**Bank**"), and TWU Former Students Association (f/k/a National Alumnae Association of Texas Woman's University), a having its principal place of business in Denton, Texas ("**TWUFSA**"), for themselves and their respective successors and assigns.

WHEREAS, TWUFSA and Bank are parties to that certain Amended and Restated Affinity Agreement entered into as of November 30, 1995, as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of TWUFSA; and

WHEREAS, TWUFSA and Bank mutually desire to amend and restate the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, TWUFSA and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this affinity agreement and Schedules A and B.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"Credit Card Account" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"Credit Card Program" means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"Customer" means any Member who is a participant in the Program.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product, and any other financial service programs or products.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which TWUFSA complies with the GIP provisions of this Agreement.

“Group Incentive Program” or **“GIP”** means any credit card marketing or program whereby TWUFSA conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Information” has the meaning ascribed to such word in Section 7.

“Marketing List” means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

“Member” means a member of TWUFSA, a TWUFSA Affiliate and/or other potential participants mutually agreed to by TWUFSA and Bank.

“Program” means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an TWUFSA Trademark, with or without other elements.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which TWUFSA complies with the GIP provisions of the Agreement.

“Royalties” means the compensation set forth in Schedule A.

“TWUFSA Affiliate” means any Affiliate of TWUFSA.

"TWUFSA Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by TWUFSA or any TWUFSA Affiliate prior to or during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF TWUFSA

- (a) TWUFSA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither TWUFSA nor any TWUFSA Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the TWUFSA Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Bank. In addition, if TWUFSA or any TWUFSA Affiliate sells any product or service, in connection with such sales, TWUFSA shall not, and shall cause TWUFSA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, TWUFSA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by TWUFSA of said financial institution or advertising for a Financial Service Product.
- (b) TWUFSA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) TWUFSA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) TWUFSA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an TWUFSA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the TWUFSA Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due TWUFSA. In the event such costs exceed Royalties then due TWUFSA, if requested by Bank, TWUFSA will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, TWUFSA will provide Bank with the Marketing List free of any charge; provided, however, that TWUFSA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that TWUFSA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by TWUFSA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due TWUFSA. TWUFSA will provide the first Marketing List, containing the required information for at least forty thousand (40,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after TWUFSA's execution of this Agreement.
- (f) TWUFSA will, and will cause any TWUFSA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's

prior written approval, except for current advertising and solicitation materials provided by Bank to TWUFSA. Notwithstanding the above, TWUFSA 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 Bank to TWUFSA. Any correspondence received by TWUFSA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by TWUFSA will be paid by Bank.

- (g) TWUFSA hereby grants Bank and its Affiliates a limited, exclusive license to use the TWUFSA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the TWUFSA Trademarks, notwithstanding the transfer of such TWUFSA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. TWUFSA will provide Bank all TWUFSA Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after TWUFSA's execution of this Agreement. Nothing stated in this Agreement prohibits TWUFSA from granting to other persons a license to use the TWUFSA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an TWUFSA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). TWUFSA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. TWUFSA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any TWUFSA Trademark. Bank may use Program Trademarks that contain TWUFSA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any TWUFSA Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of TWUFSA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any TWUFSA Marketing Effort.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of TWUFSA.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the

sole property of TWUFSA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by TWUFSA.

- (f) Subject to applicable law and regulation, Bank has the right to place TWUFSA Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. TWUFSA will have approval of the use and appearance of the TWUFSA Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (*e.g.*, any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of TWUFSA or an TWUFSA Affiliate for such gifts or premiums. TWUFSA waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from.

4. REPRESENTATIONS AND WARRANTIES

- (a) TWUFSA and Bank each represents and warrants to the other party 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 negotiation, 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) TWUFSA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the TWUFSA Trademarks to wind down the Program that it has the right and power to license TWUFSA Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. TWUFSA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all

liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the TWUFSA Trademarks license granted herein or from Bank's use of the TWUFSA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any TWUFSA Trademarks or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to TWUFSA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify TWUFSA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after TWUFSA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate the Agreement in its entirety, without penalty or liability to TWUFSA, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

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. Bank and TWUFSA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

- (a) The initial term of this Agreement will begin on the Effective Date and end on November 30, 2012. 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) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or TWUFSA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or TWUFSA 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the TWUFSA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the TWUFSA Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by TWUFSA or any TWUFSA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use TWUFSA Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove TWUFSA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. TWUFSA shall not attempt to cause the removal of TWUFSA Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use TWUFSA Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.

- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify TWUFSA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after TWUFSA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate the Agreement in its entirety, without penalty or liability to TWUFSA, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, TWUFSA agrees that neither TWUFSA nor any TWUFSA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, TWUFSA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by TWUFSA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP MARKETING

- (a) TWUFSA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by TWUFSA, including, but not limited to, any GIP ("TWUFSA Marketing Effort"). TWUFSA will give Bank sixty (60) days prior notice prior to engaging in any TWUFSA Marketing Effort.
- (b) All GIP marketing materials will be coded by TWUFSA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle TWUFSA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any TWUFSA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any TWUFSA Marketing Effort. In furtherance of the above, TWUFSA shall immediately discontinue any or all TWUFSA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. TWUFSA will not deviate from the approved materials and plan for any TWUFSA Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any TWUFSA Marketing Effort or of supporting any TWUFSA Marketing Effort will be promptly reimbursed by TWUFSA upon demand.
- (e) TWUFSA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any TWUFSA Marketing Effort.

- (f) TWUFSA will advertise all the products offered under the Program on TWUFSA's home page, account profile pages and such other prominent locations within the internet site(s) of TWUFSA as the parties shall mutually agree upon, all at TWUFSA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle TWUFSA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. TWUFSA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, TWUFSA will provide Bank with the ability to access any and all pages within the TWUFSA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to TWUFSA:

TWU Former Students Association
330 E. University Dr.
Denton, TX, 76204

ATTENTION: Ms. Pagano

Finance Coordinator

Fax #: (940) 898-2586

(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(3) Any party may change the address and fax number 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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, TWUFSA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of TWUFSA. Bank 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 Bank's affiliates.
- (h) Bank and TWUFSA are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than TWUFSA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) TWUFSA recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, TWUFSA agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that TWUFSA does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.

- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (n) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

TWU Former Students Association

FIA Card Services, N.A.

By: <u>Madge Boynton</u>	By: <u>Sandra Wirt</u>
Name: <u>MADGE BOYNTON</u>	Name: <u>SANDRA WIRT</u>
Title: <u>PRESIDENT</u>	Title: <u>SVP</u>
Date: <u>OCT. 19, 2010</u>	Date: <u>11/8/10</u>

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay TWUFSA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for TWUFSA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
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 Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing 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 (12) months.
3. 0.35% (thirty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This

Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.15% (fifteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward 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, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.