

ADDENDUM TO THE

THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS

THIS ADDENDUM, by and among THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS (hereinafter referred to as "ESA"), TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust (hereinafter referred to as "TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, and MBNA AMERICA BANK, N.A., a national banking association (hereinafter referred to as "MBNA America"), for themselves, their successors and assigns.

WHEREAS, ESA entered into an agreement with TNGS and MBNA America dated June 18, 1992 (the "Original Agreement"); and

WHEREAS, the parties desire to amend certain terms and conditions of the Original Agreement.

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

1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Original Agreement.

2. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension(s).

3. The sixth paragraph of Section II-MARKETING of Schedule A of the Original Agreement is hereby amended to read in its entirety as follows:

Provided ESA is able to provide a list comprised only of ESA/First USA customers ("First USA Customers"), the Bank will solicit such customers for a card with a 14.9% A.P.R. on cash balances for one year from the first such solicitation and no annual fee for the first two years.

4. The Royalty payments for retail purchases contained in the fourth paragraph of Section III-PRICING AND COMPENSATION of

Schedule A to the Original Agreement is hereby amended to read in its entirety as follows:

Retail Purchases Royalties;	Alumni (Gold/Preferred)	.50 of 1% net retail transactions (1% for net retail transactions attributable to First USA customers for a period of one year from the date on which any First USA Customer is solicited.)
	Student	\$0.15 per transaction

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS

Dated this 17 day of September, 1992

By: [Signature]
Title: Contractor

MBNA AMERICA BANK, N.A.

Dated this 8 day of November, 1992

By: [Signature]
Title: EVF

TRANS NATIONAL GROUP SERVICES

Dated this 25 day of Nov, 1992

By: [Signature]
Title: S.V.P.

BANK CARD AGREEMENT

AGREEMENT made this 18th day of June, 1992 by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "the Bank"), THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS, Texas (hereinafter referred to as "ESA") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS").

WITNESSETH:

The Bank is now engaged in the issuance and handling of MasterCard and VISA credit cards to customers, and ESA desires to permit the Bank to solicit credit card accounts with members of ESA, prospective non dues-paying members of ESA, others affiliated in some way with the University of Texas and current students enrolled at the University of Texas.

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the Bank and ESA hereby agree as follows:

1. The Bank will, at its own expense, solicit for credit card accounts (i) members of ESA; (ii) other ex-students and friends of the University of Texas and (iii) current students enrolled at the University of Texas; such solicitation to occur for the first three years of the Agreement no less than twice per year with respect to written materials and an additional two times per year for telephone solicitation. The Bank agrees to take reasonable steps to market credit card accounts during the last four (4) years of the Agreement, and during any extension of the term of the Agreement. Such reasonable steps shall include, at a minimum, one complete marketing campaign (either direct mail or telemarketing) in years four (4) and five (5). The Bank also agrees to provide some form of marketing annually to new alumni members, recent graduates and any subset of the ESA base that has a net converted response rate greater than .50 (one-half of one percent) for a mail campaign. ESA will retain the right to approve all solicitation materials and, subject to this Agreement, the Bank will pay for all costs of the direct mail solicitation of members of ESA, other "friends" of the University of Texas, and current students enrolled at the University of Texas; provided, however, the Bank shall not be obligated to spend more than \$333,330.00 for such costs during the first year of the term hereof. Such costs shall include, but not be limited to, the cost of printing, mailing, postage, design of all materials, and the cost of mailing labels. There will be no charge by ESA for the access to and use of the magnetic tapes by the Bank, except that the Bank agrees to pay each year the approximately \$700.00 annual fee to obtain the list of current students at the University of Texas. Should one additional list be requested by the Bank in same year, the cost for such list shall be taken out of future ESA royalties. The Bank will pay for any additional lists beyond the

second one in any one year period. (The Bank hereby acknowledging that the cost is broken down into a \$50.00 set up charge plus \$.001 for each record read (the current file containing 160,000 records) and .01 for each record selected.) The Bank will also pay the costs incurred in the printing of materials used in other forms of solicitation including handouts at ESA functions, which functions have been pre-approved by ESA.

2. During the term of this Agreement and any extension thereof, ESA does and will continue to exclusively endorse the programs and services offered by the Bank under this Agreement and will not sponsor, advertise, aid, develop, or provide mailing lists for any similar programs or services of any organization other than the Bank. For the purpose of this Agreement, a similar program or service shall be defined as credit or debit cards, charge cards, or check accessed lines of credit. ESA will give the Bank and TNGS the right of first refusal to provide any additional financial services that are not similar programs or services: i.e. ESA will allow the Bank to offer certain additional financial services upon the same terms and conditions a third party financial institution would offer such services.

3. ESA shall permit the Bank, without charge, to have access to and use of mailing labels or a data tape in a format attached hereto as Schedule 1, with the names and addresses of members of ESA, certain "friends" of the University of Texas and current students enrolled at the University of Texas for the purpose of solicitation for credit card accounts, except that the Bank shall pay the fee described in paragraph 1 above the initial time, and any third or subsequent time, that it requests ESA to provide a list of current students, in any one year period. The Bank will not use the mailing list or allow the list to be used by any other party for any purposes other than those approved by ESA in writing in advance. ESA will use good faith efforts to promote the Bank's credit card account solicitation with its members. The Bank shall have the right to designate persons on such mailing list to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, ESA members who have been denied credit from previous mailings, or ESA members who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. At any time during the term of this Agreement upon the Bank's receipt of a written request by ESA, the Bank will furnish to ESA a list of all participants in the credit card program herein contemplated. The list shall show current addresses, and a reasonable cost of the preparation of the list shall be paid to the Bank by ESA. ESA agrees that for the term of this Agreement and one year thereafter, such lists shall not be used by ESA or another party to directly solicit the Bank Customers/or similar programs or services. ESA shall not provide any information to or otherwise communicate with members or potential members about the Program without the Bank's prior written approval, except for current advertising and solicitation materials provided by the Bank and/or TNGS to ESA. This will not prohibit ESA from responding to routine inquiries to individual Cardholders.

4. The Bank or the Bank affiliate will make the donations in the following amounts: (i) a donation of \$100,000 to ESA upon the signing of this Agreement, and (ii) if as of the 24th month of this Agreement, there are 40,000 accounts in good standing with active charging privileges, "good standing", for the purposes hereof, meaning an account which is open and does not have any status codes (e.g. over credit limit, lost/stolen, fraud, bankruptcy

and excessive delinquency) including any account which may be converted from ESA/First USA affinity program, then the Bank will make an additional donation of \$100,000 to ESA.

5. During the term of this Agreement, the Bank shall remit to ESA a royalty of (i) one half (1/2) of one percent (.005) of the net retail sales (gross sales less returns and credits) generated from the accounts in good standing with active charging privileges, issued to any non-student obtained through the efforts of Section 1 above, and (ii) \$0.15 per retail transaction made by student cardholders in good standing with active charging privileges. These royalties shall continue for a period of one (1) year after the termination hereof. The Bank shall produce a report substantially in the form of schedule 2 to this Agreement regarding sales and payments to ESA within forty-five (45) days after the end of each calendar/quarter. ESA shall submit a completed IRS W-9 form immediately following execution of this Agreement.

6. Cardholder accounts and other information obtained through this Agreement shall at all times remain property of the Bank. This does not alter the Bank's obligation to provide information as required elsewhere in this Agreement.

7. During the term of this Agreement, with respect to the credit card products issued to members of ESA and to students at the University of Texas, ESA will be permitted to have an identification of its choice on cardholders plastics, identification on cardholder statements, and may, subject to the Bank's insert specifications and schedule availability, have special inserts in cardholder statements. ESA hereby grants to the Bank the exclusive right and license to use the mark "The Longhorn Card" (the "Trademark") in connection with credit card services to be offered in connection with this Agreement. The Bank acknowledges that the Trademark and all rights therein and goodwill pertaining thereto (other than those granted to the Bank hereby) belong exclusively to ESA pursuant to the Assignment Agreement by and between the Board of Regents, University of Texas System and ESA, a copy of which is attached hereto as Exhibit B. ESA undertakes to file the Assignment Agreement with the United States patent and Trademark Office on or before June 30, 1992 and provide the Bank with evidence of such filing. The Bank agrees that it will not, during the term of this Agreement, or thereafter, question the title or any rights of ESA in and to the Trademark or question the validity of this license. The Bank further agrees that nothing contained herein shall be construed as an assignment or grant of the Trademark except for the license specifically granted to the Bank of the right to use the Trademark. The Bank further agrees that at the termination or expiration of this Agreement, it shall be deemed to have assigned, transferred and conveyed to ESA any rights in and to the Trademark which may have been obtained by the Bank and that the Bank will execute any instruments requested by ESA to accomplish or confirm the foregoing, without other consideration than the mutual covenants and considerations of this Agreement; provided that nothing contained herein shall require the Bank to remove the Trademark or other rights licensed hereby from any

materials provided to the Customers of the Bank prior to termination hereof. The Bank agrees to assist ESA to the extent necessary to protect any of ESA's rights to the Trademarks. The Bank shall indemnify ESA and defend it and hold it harmless from any claims, suits, losses or damages, including attorney's fees arising out of the manufacture, sale, distribution or use of the services authorized to be offered and sold in connection with the Trademark, including any allegedly unauthorized use of any trademark, process, idea, method or device used by the Bank in connection with the Trademark, excepting any claims, suits, losses or damages arising out of any allegation that the Trademark violates or infringes any rights of any other party for which ESA shall indemnify the Bank to the extent aforesaid.

ESA has acquired the right to license the Trademark licensed hereby from the Board of Regents of the University of Texas System (the "Board").

ESA has full right power and authority to enter into this Agreement and the execution and performance of this Agreement does not require the consent or approval of any third party whatsoever including the Board, which has not been obtained.

In addition to the use of the mark "The Longhorn Card" on its credit cards, cardholder statements and advertising, the Bank may use the words "Ex-Students' Association of the University of Texas". ESA and the Bank will mutually agree on a design to be shown on the credit cards, cardholder statements and advertising. Such design may include any words, symbols or other matter representative of the University of Texas System, (the "System"), but may not feature prominently or highlight University trademarks including Memorial Stadium, the Texas Tower, the prototype burnt orange longhorn or, Bevo in such a way that would violate the rights of the system in such trademarks. Without guaranteeing the approval of any proposed card design, ESA shall be solely responsible for obtaining at its cost, any and all consents and approvals required of the System or the Board in connection with the execution and performance of this Agreement. In the event the Bank and ESA cannot agree upon a design that does not violate any trademark rights of the System on or before September 30, 1992, then this Agreement may be terminated by either party upon 90 days notice to the other without any further obligation whatsoever.

8. The Bank will design, develop and administer certain programs and services contemplated under this Agreement including, but not limited to, those items described in the attached Schedule A. In addition, the Bank will offer to members of ESA, students and any other "friends" of the University of Texas, a premium credit card product (i.e. a "Gold Credit Card"). Members of ESA or any other "friends" of the University of Texas who do not qualify for a premium card and current students enrolled at the University of Texas will be given the option to apply for a standard credit card product with a lower credit limit (i.e. a "Preferred Credit Card Account"). Each applicant will be evaluated based on the Bank's credit criteria. Services and benefits associated with each card product will be provided as mutually agreed upon by both parties and will be available to each cardmember who qualifies for each affinity card product. The Bank shall make all credit decisions and shall bear all credit risks with respect to an individual customer's

accounts. Certain of the initial financial terms and benefits are set forth in Exhibit A hereto. The Bank may change the financial terms (e.g. interest rates or fees) and benefit programs upon written or verbal notice to ESA, with the exception of specific requirements set forth in this Agreement regarding Royalties (Schedule A). Any change in financial terms (e.g. interest rates and annual fees) will not exceed those terms then being applied at a similar size program performing in like manner.

9. The premium product will carry an annual membership fee of \$40, and the standard credit card product a fee of \$20. The student product will carry an annual membership fee of \$20.

During the term of this Agreement, and at the same time as the Royalties described in Paragraph 5 above are required to be paid, the Bank shall remit to ESA a royalty of \$1 for the first year and \$6 per renewal for each premium card membership fee billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing; \$1 for the first year and \$3 per renewal for each standard card membership fee billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing for a ESA member or a friend of the University of Texas, and \$1 for the first year and \$3 per renewal for each standard card membership fee billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing, from a student account billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing.

10. The Bank shall provide, at no cost to ESA, credit card applications to be used as magazine inserts and for special packaging as mutually agreed upon by both parties. The Bank may advertise in the Texas Alcalde (the publication of the ESA) at normal rates which, as of the date of this Agreement are \$2,010 for a full page advertisement in color and \$1,445 for a full page advertisement in black and white.

11. ESA shall provide the Bank with a subscription without charge to any and all ESA publications.

12. The term of this Agreement shall be for seven (7) years from the date of this Agreement. This Agreement will be automatically extended at the end of the initial term on the anniversary date or any extension thereof for successive two-year periods, unless the Bank or ESA gives written notice to the other party of its intention not to renew, at least 90 (but not more than 180) days prior to the end of the term as it may be extended.

The Bank and TNGS shall have the right to a prior review of any notice in connection with, relating or referring to the termination of this Agreement communicated by ESA to its members. Upon termination or expiration of this Agreement, ESA shall not take action with the Bank, TNGS or any other person to cause the removal of ESA identification or logos or trademarks from the credit devices, or records of any customer prior to the expiration of the customer's credit device.

- * Up to \$300,000 on a Preferred Account and up to \$1,000,000 on a Gold account of Travel Accidental Death Insurance, at no Additional cost, available to cardholder and immediate family members whenever common carrier travel arrangements are purchased on the ESA Program credit card.
- * 24-Hour Toll Free Travelers Message Center.
- * Up to \$3,000 Lost Luggage Insurance whenever airline tickets are charged to the ESA Program Cardholders for service and billing questions, with 24-hours a day service hours.
- * Toll-Free Watts Lines available to the ESA Program Cardholders for service and billing questions, with 24-hours a day service hours.
- * Optional GoldPlus Credit Life Insurance.
- * Terms of each agreement shall be governed by the credit card agreement supplied to each Customer.
- * Terms of the benefits will be stated in the benefits brochure supplied to each Customer.
- * The Financial terms and benefit features of the ESA Program are subject to change by the Bank.
- * Buyer Protection Program includes Extended Warranty coverage which doubles the repair time period provided by the manufacturer's and store bought warranties, up to one additional year.

II. MARKETING

- * Gold or Preferred credit card bearing the name and logo of ESA. Any student accounts will be Preferred accounts.
- * Marketing will be a combination of direct mail, telemarketing, and group maximization. The Bank is a leader in determining the appropriate mix of these techniques for the marketing of these programs.
- * Group Maximization is a term we use to describe an array of other marketing techniques we employ to reach ESA members. These may include inserts which you may use in your own mailings, advertisements to appear in ESA publications and newsletters, and take-one applications to be distributed at places where your alumni and students are likely to gather -- such as homecoming games, reunions, club meetings, class registration, and special school events.
- * The Bank's credit program is an experienced blend of individual lenders making the decisions and advanced technology to assist in credit support.

- * Through monthly statement messages, ESA will be able to communicate with the most loyal core of ESA alumni and students.
- * Provided ESA is able to provide a list comprised only of ESA/First USA customers, the Bank will solicit such customers for a card with a 13.9% APR on cash balances for one year from the first such solicitation and no annual fee for the first two years.
- * The Bank's current intention is to use the Dallas facility upon its completion for all telemarketing efforts to ESA Alumni and University of Texas Students, and "Friends" of the University of Texas.

III. PRICING AND COMPENSATION

*	Annual Percentage Rate:	Alumni Student	16.9% 17.9%
*	Annual Fee:	Gold Preferred	Free First Year \$40 Renewal Free First Year \$20 Renewal
*	Account Royalty:	Gold Card Preferred Card	\$1 First Year/ \$6 Renewal \$1 First Year/ \$3 Renewal
*	Retail Purchases Royalty:	Alumni (Gold/Preferred) Student	.50 of 1% net retail transaction \$.0.15 per transaction
*	Group Incentive Program	Gold Preferred	\$20.00 \$15.00

ESA will receive \$20.00 (twenty dollars) for every Gold and \$15.00 (fifteen dollars) for every Preferred account opened through internal programs sponsored and funded by ESA and not generated by the Bank or TNGS via direct marketing or telemarketing programs. This is a one time payment, per account opened (Customers with active charging privileges whose account is in good standing), net of any marketing costs paid by TNGS or the Bank for such internal solicitations as providing artwork, printing, shipping, etc. The \$20.00 and \$15.00 payments described above shall apply throughout the term of this Agreement.

In the event of a material breach of this Agreement, the non-breaching party may notify the breaching party that there has been a breach of this Agreement, and provide a cure period to rectify the situation. Such cure period shall be the number of days reasonably necessary to cure the default, but in no event to exceed 120 (one hundred-twenty) days. After this period, if the breaching party is still unable to meet its obligations as set forth in the Agreement, then the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party.

13. ESA, the Bank and TNGS each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of the Agreement by ESA, the Bank or TNGS, or their respective directors, officers or employees; provided, however, no party shall be required to indemnify another party against such party's own negligence.

14. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties hereto. This Agreement may be amended only by a written amendment executed by the undersigned parties.

15. 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.

16. All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to ESA:

EX-STUDENTS' ASSOCIATION OF THE
UNIVERSITY OF TEXAS
P.O. Box 7278
Austin, Texas 78713
ATTENTION: Mr. Charles R. Hulan
Comptroller, Ex-Students' Association

(ii) If to the :

MBNA AMERICA , N.A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. William P. Morrison,
Executive Vice President

(iii) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES
855 Boylston Street
Boston, Massachusetts 02116
ATTENTION: Mr. Al Tringali,
Senior Vice President

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

17. Notwithstanding anything else in this Agreement to the contrary, this Agreement and any or all rights and obligations hereunder shall be assignable or transferrable by the Bank. If an assignment results in a material decrease of service level or product offerings then ESA shall have the right to terminate the Agreement with sixty days notice to the Assignee. A transfer shall be deemed to include any merger or consolidation of the Bank into any entity and/or any transfer of all or substantially all of the assets of the Bank to any other entity; such a transfer shall not be an assignment for the purposes of this section. Assignee shall assume all obligations of the Bank hereunder.

18. This Agreement 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 either party or its employees, officers or agents shall be valid and binding.

19. It is agreed and understood that the Bank, TNGS and ESA are not agents, representatives or employees of each other.

20. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ESA, the Bank and TNGS, their successors and assigns, any rights or remedies under or by reason of this Agreement. Subject to section 17, this Agreement is not assignable by ESA, the Bank or TNGS without the prior written consent of the other parties to this Agreement.

21. TRANS NATIONAL GROUP SERVICES, is the designation of its trustees for the time being under Declaration of Trust dated November 30, 1988. As between ESA and TNGS, ESA must look solely to TNGS's assets for the enforcement of any claims against TNGS, as neither the trustees, officers nor beneficiaries of TNGS assume any personal liability for obligations entered into on behalf of TNGS.

22. Except to the extent any law, rule or regulation of the federal government of the United States of America shall control, this Agreement shall be governed and construed in accordance with the laws of the State of Delaware. All payments due by the Bank to ESA shall be made by the Bank to ESA at its office in Austin, Travis County, Texas.

23. The Bank, TNGS and ESA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement, as permitted by Section 17 hereof, shall not be a violation of this provision). However, the Bank, TNGS and the ESA shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 23.

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

ATTEST:

Regan J. Wilson
Dated this 19 day
of June, 1992

THE EX-STUDENTS' ASSOCIATION
OF THE UNIVERSITY OF TEXAS:

BY: Roy A. Vaughan
Roy A. Vaughan
Executive Director

ATTEST:

Dated this _____ day
of _____, 1992

MBNA AMERICA , N.A.

BY: William P. Morrison
William P. Morrison
Executive Vice President

ATTEST:

Marydon Andrade
Dated this 14 day
of July, 1992

TRANS NATIONAL GROUP SERVICES

BY: Al Tringali
Al Tringali
Senior Vice President,
Financial Services

SCHEDULE A

TERMS AND FEATURES OF THE CREDIT CARD PROGRAM

FOR

THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS

I. BENEFITS

- * Finance Charge Applied to Purchases if Complete Bill is Paid When Due: None
- * Instant Loans and Cash Advances available at any bank participating in the same credit card network.
- * ESA name and logo will appear on the card for easy identification.
- * Lines of credit from \$500 to \$50,000 offered to ESA Customers.
- * No liability for ESA Program Cardholders for unauthorized purchases on ESA credit cards, not even the \$50 maximum allowed by Federal Law.
- * Lost Credit Card Registration Service at no additional cost. Program Cardholders can register any credit cards in their possession, and if lost, the Bank or its agent notifies all card issuers and orders replacement cards.
- * Up to two (2) Payment Holiday Months. Each year, the Bank may designate up to two (2) months as Payment Holidays when no payment is due. (Finance Charges continues to accrue).
- * Monthly Payments --- Standard minimum payment per month of 2 1/2% of the outstanding balance, or \$15, whichever is greater.
- * Emergency Travel Service -- up to individual credit line of emergency cash and airline tickets wired to a ESA Program Cardholder for pickup at Western Union or an eligible airport ticket counter in the event of a lost ESA Program credit card while traveling.
- * Auto Collision Deductible Reimbursement Coverage -- The actual cash value of the rented vehicle (Gold) or secondary card rental collision damage reimbursement of up to \$15,000 (preferred) ; Preferred Card Customers must have other collision insurance.

"EXHIBIT B"

ASSIGNMENT AGREEMENT

This Agreement is entered into effective the 19th day of June, 1992, by and between Board of Regents, The University of Texas System, an agency of the State of Texas having a business address of 201 West Seventh Street, Austin, Texas 78701 ("**Board**") and The Ex-Students' Association of The University of Texas, a Texas corporation having a business address of 2110 San Jacinto Blvd., Austin, Texas 78713 ("**ESA**").

1. **Board** has adopted, used and is using the trademark, "THE LONGHORN CARD", which is registered in the United States Patent and Trademark Office as Registration No. 1664971, dated November 19, 1991, for Credit Cards, Paper Goods and Printed Matter; namely credit card applications, in Class 16 (the "Trademark").

2. **ESA** desires to acquire the trademark, "THE LONGHORN CARD", and Registration No. 1664971 together with the goodwill associated with the mark.

3. For good and valuable consideration (including, among other things, **ESA's** continuing to fund scholarships for students at The University of Texas at Austin, a component institution of The University of Texas System), receipt of which is hereby acknowledged, **Board** does hereby assign to **ESA** all right, title and interest in and to the mark, "THE LONGHORN CARD" for credit cards and credit card applications, Registration No. 1664971 and the goodwill of the business symbolized by the mark.

4. **ESA** agrees that it will seek **Board's** written approval prior to using or permitting a licensee or other related party to use indicia (such as logos, photographs or other images of buildings or campus scenes) of The University of Texas at Austin on credit cards or credit card applications.

5. The **Board** covenants and warrants that:

(a) The Trademark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) The **Board** is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and encumbrances including, without limitation, licenses and covenants by the Assignor not to sue third persons; and

(c) The Board has the unqualified right to enter into this Assignment Agreement and perform its terms.

Except as specifically set forth herein, the Board does not warrant that the Trademark will not be declared invalid if challenged in court.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

BY: Hans Mark
Hans Mark

Title: Chancellor

Date: June 22, 1992

THE EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS

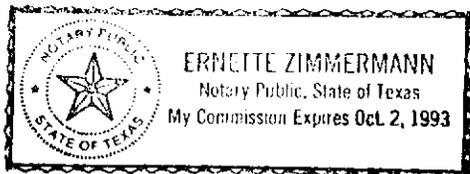
BY: [Signature]

Title: Controllor

Date: 6-19-92

STATE OF TEXAS §
§
COUNTY OF Travis §

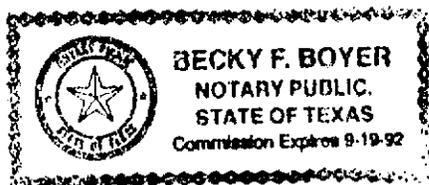
BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 19th day of JUNE, 1992, personally appeared CHARLES R. HULAN known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he is authorized to execute the same on behalf of the corporation and that he executed the same on behalf of the corporation for the purposes and consideration therein expressed.



Ernette Zimmermann
Notary Public in and for
TRAVIS County, Texas
My Commission Expires: 10-02-93

STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 22nd day of JUNE, 1992, personally appeared Hans Mark known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he is authorized to execute the same on behalf of Board of Regents The University of Texas System and that he executed the same on behalf of Board of Regents The University of Texas System for the purposes and consideration therein expressed.



Becky F. Boyer
Notary Public in and for
TRAVIS County, Texas
My Commission Expires: 9-19-92



William P. Morrison
Executive Vice President

MBNA America Bank N.A.
400 Christiana Road
Newark, Delaware 19713

(302) 453-6149

June 18, 1992

The Ex-Students' Association
of the University of Texas
P.O. Box 7218
Austin, Texas 78713

ATTN: Mr. Bob Hulan, Comptroller

Dear Bob,

In regard to the proposed MBNA/TNGS Credit Card Program and in consideration of your execution of the certain Bank Card Agreement dated June 18, 1992 (the "Agreement") entered into by and among MBNA America Bank, N.A. ("MBNA"), The Ex-Students' Association of the University of Texas ("ESA") and Trans National Group Services, d/b/a Trans National Financial Services ("TNFS") (the "Agreement") MBNA is providing this supplemental agreement which details certain guarantees and incentives, and which is intended to amend and be a part of the Agreement.

ROYALTY GUARANTEE:

- (i) For the first year of the program, MBNA America shall pay ESA a minimum annual guaranteed royalty fee based on the following schedule:

First Full Year of Term of Agreement	\$100,000.
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- (ii) If the total annual royalties owed or paid to ESA by MBNA within 45 days following the end of the first year of the term of the Agreement do not total \$100,000, MBNA will pay ESA the difference between the guaranteed minimum annual royalty amount (\$100,000) and the actual royalties earned by and paid to ESA.
- (iii) This guarantee is contingent upon ESA providing MBNA with mailing lists containing at least 45,000 names of student at the University of Texas and 200,000 names of alumni and friends of the University of Texas.

ANNIVERSARY DINNER:

MBNA America will host a "First Year Anniversary" dinner for the Board of Directors (or similar body) of the ESA at which time the progress of the program will be reported. MBNA will host this function at MBNA America in Newark, Delaware or at an agreed upon location in the state of Texas. MBNA will be responsible for all costs (for up to thirty ESA Board Members) associated with the "Anniversary Dinner" (hotel, meals, and entertainment) except for transportation to and from the event.

Mr. Bob Hulan
June 18, 1992
Page 2

INTERNSHIPS:

MBNA will cause SSBA America, Inc. ("SSBA"), a Texas subsidiary of MBNA, to offer employment to two students from the University of Texas at Austin in a summer intern program at its Dallas facility, such students to be paid by SSBA the going rate to all such interns.

STUDENT COOPERATIVE PROGRAM:

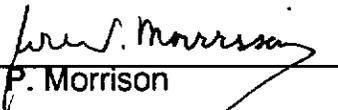
MBNA will cause SSBA America, Inc. to employ and pay two students from the University of Texas at Austin to assist the ESA office in on-campus credit card solicitation efforts, including alumni events, and student account promotion.

We agree that a default by MBNA under the terms of this letter and a default by TNFS under the terms of a letter to ESA dated June 18, 1992 guaranteeing minimum annual royalties during the second and third years of the term of the Agreement shall each constitute a default under the Agreement and entitle ESA to any remedies available under the agreement or at law or in equity.

The terms of this supplemental agreement shall remain confidential and will not be disclosed to the general public, or with another alumni organization; except by written consent.

Respectfully,

MBNA America Bank, N.A.

By: 
William P. Morrison

Agreed to and accepted this
18th day of June, 1992.

THE EX-STUDENTS' ASSOCIATION OF
THE UNIVERSITY OF TEXAS

BY: 
Name: Charles R. Hulan
Title: Contractor

JP.2mpw

TNFS

TRANS NATIONAL FINANCIAL SERVICES

June 18, 1992

The Ex-Students' Association
of the University of Texas
P.O. Box 7278
Austin, Texas 78713

Attn: Mr. Bob Hulan, Comptroller

Dear Bob:

In regard to the proposed MBNA America/TNGS Credit Card Program and in consideration of your execution of that certain Bank Card Agreement dated June 18, 1992, entered into by and among MBNA America Bank, N.A. ("MBNA"), The Ex-Students' Association of the University of Texas ("ESA") and Trans National Group Services, d/b/a Trans National Financial Services ("TNFS") (the "Agreement") TNFS is providing a supplemental Agreement which details royalty guarantees for the second and third year of the term of the Agreement.

Royalty Guarantee

- I. During the second and third year of the term of the Agreement, TNFS will guarantee the ESA minimum annual royalties according to the following schedule:

Second Year of Term of Agreement	\$150,000
Third Full Year of Term of Agreement	\$200,000

- II. If the total annual royalties owed or paid to ESA by MBNA within 45 days following the end of the second and third full years of the term of the Agreement do not total \$150,000 and \$200,000 respectively, TNFS will pay ESA the difference between the guaranteed minimum annual royalty amount set forth above and the actual total annual royalties paid to ESA by MBNA America for each such year.
- III. No minimum annual guarantee of royalties will exist or be payable to ESA in any year in which ESA does not supply MBNA with Mailing Lists containing at least 45,000 names of students at the University of Texas and 200,000 names of alumni and friends of the University of Texas.

We agree that a default by TNFS under the terms of this letter and a default by MBNA under the terms of a letter to ESA dated June 18, 1992 guaranteeing a minimum annual royalty during the first year of the term of the Agreement shall constitute a default under the Agreement and entitle ESA to any remedies available under the Agreement or at law or in equity.

Mr. Bob Hulan
June 18, 1992
Page 2

In closing, we are requesting that the terms of this supplemental Agreement shall remain confidential and will not be disclosed to the general public or to another alumni organization, except by written consent.

Sincerely,

Trans National Financial Services

By: Brian D. Cadieux
Brian D. Cadieux

Agreed to and accepted this
18th day of June, 1992.

THE EX-STUDENTS' ASSOCIATION OF
THE UNIVERSITY OF TEXAS

By: Charles R. Hulan
Name: CHARLES R. HULAN
Title: CONTRIBUTOR

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of July, 1995, by and between EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS ("ESA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA and MBNA America, individually and in its capacity as assignee of any and all Trans National Group Services' rights under the Agreement, are parties to that certain Bank Card Agreement dated June 18, 1992, 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 ESA; and

WHEREAS, ESA and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

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

1. The second paragraph of Paragraph 9 of the Agreement is hereby deleted and replaced with the following:

During the term of this Agreement, and at the same time as the Royalties described in Paragraph 5 above are required to be paid, the Bank shall remit to ESA the following royalties:

(a) a royalty of \$1.00 for the first year and \$4.00 per renewal for each premium card (i.e. "Gold Credit Card") membership fee billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing. If no annual fee is assessed by the Bank (other than as a result of a courtesy waiver by the Bank), then such royalty will be paid for each Gold Credit Card Account described in this paragraph where the Customer has active charging privileges and the account is in good standing;

(b) \$1.00 for the first year and \$2.00 per renewal for each standard card (i.e. "Preferred Credit Card") membership fee billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing for an ESA member or a friend of the University of Texas. If no annual fee is assessed by the Bank (other than as a result of a courtesy waiver by the Bank), then such royalty will be paid for each Preferred Credit Card Account described in this paragraph where the Customer has active charging privileges and the account is in good standing;

(c) \$1.00 for the first year and \$2.00 per renewal for each standard card membership fee billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing, from a student account billed by the Bank and paid by the Customer with active charging privileges whose account is in good standing. If no annual fee is assessed by the Bank (other than as a result of a courtesy waiver by the Bank), then such royalty will be paid for each Preferred Credit Card Account described in this paragraph where the Customer has active charging privileges and the account is in good standing.

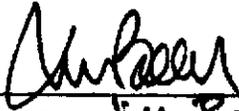
2. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement shall remain in full force and effect and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.

3. 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.

EX-STUDENTS ASSOCIATION OF
THE UNIVERSITY OF TEXAS

MBNA AMERICA BANK, N.A.

By: 
Name: Jim Boon
Title: Executive Director

By: 
Name: _____
Title: _____

ADDENDUM

THIS ADDENDUM, (the "Addendum") is entered into as of the ^{31st} day of December, 1996, by and between with EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS ("ESAUT") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESAUT and MBNA America are parties to an affinity agreement dated July 1, 1995, as the same may have been amended by addenda last dated June 18, 1992 and November 25, 1992 (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 ESAUT ("Program");

WHEREAS, MBNA America and Longhorn Sports Network, a division of Host Communication, Inc., on behalf of the University of Texas Athletic Department ("Athletic Department") will soon be entering into a sponsorship agreement wherein Athletic Department has agreed to permit MBNA America to market the Program at Athletic Department athletic events ("Sponsorship Agreement"); and

WHEREAS, MBNA America and ESAUT mutually desire to amend the Agreement to allow MBNA America to develop a financial service products sponsorship program pursuant to the Sponsorship Agreement ("Athletic Sponsorship Program") and to set forth the compensation that ESAUT will receive for permitting such Sponsorship Agreement and the compensation MBNA America will pay ESAUT, on behalf of itself and the Athletic Department, for credit card accounts opened in response to marketing efforts made pursuant to the Athletic Sponsorship Program (each an "Athletic Department Credit Card Account" and collectively "Athletic Department Credit Card Accounts").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other such good and valuable consideration, ESAUT and MBNA America agree as follows:

1. The above recitals are incorporated herein as if restated in their entirety. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement. The Agreement and this Addendum are hereinafter sometimes collectively referred to as the Agreement.
2. In consideration of MBNA American paying the Athletic Department the sum of \$38,500 (thirty-eight thousand five hundred dollars) for the opportunity to market the Program at Athletic Department events ("Fee To Market Program"), and thus resulting in an increased awareness of ESAUT and its Trademarks, ESAUT agrees that the amount of such Fee To Market Program shall be offset against future Royalties, as such Royalties are calculated according to Section 3 of this Addendum. All Royalties accrued shall, in lieu of direct payment to ESAUT, be applied against the Fee To Market Program until such time as the Fee To Market Program is fully recouped. Any Royalties accrued thereafter on Athletic Department Credit Card Accounts shall be paid to ESAUT as set forth in this Addendum. Notwithstanding the foregoing, ESAUT hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Fee To Market Program paid by MBNA America and the total amount of accrued Royalties on Athletic Department Credit Card Accounts credited by MBNA

America against such Fee To Market Program as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) should occur:

- (i) ESAUT materially breaches any of its obligations under this Agreement;
- (ii) this Agreement is no longer in full force and effect;
- (iii) Athletic Department materially breaches any of its obligations under Athletic Department Agreement; and
- (iv) the Athletic Department endorses, advertises, aids, develops or solicits a credit card, charge card or debit card product of a financial institution or organization other than MBNA America during the term of the Athletic Department Agreement.

3. MBNA America shall, during the term of this Agreement, pay ESAUT a Royalty calculated as set forth below for those Athletic Department Credit Card Accounts that have active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America. Athletic Department Credit Card Accounts shall only generate royalty compensation set forth below notwithstanding any other provision of the Agreement.

A. GOLD ATHLETIC DEPARTMENT CREDIT CARD ACCOUNTS

- 1. \$1.00 (one dollar) for each new Gold Athletic Department Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- 2. \$4.00 (four dollars) for each Gold Athletic Department 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 Gold Athletic Department 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 Gold Athletic Department Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- 3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Gold Alumni Athletic Department 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. 0.15% (one fifteenth of one percent) of all retail purchase transaction dollar volume generated by Customers using a Gold Student Athletic Department Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are

cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. MBNA PLATINUM PLUS CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new MBNA Platinum Plus Athletic Department Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Gold or Preferred Athletic Department Credit Card Account which, after opening, converts to a MBNA Platinum Plus Athletic Department Credit Card Account or MBNA Platinum Plus Credit Card Account.
2. \$4.00 (four dollars) for each MBNA Platinum Plus Athletic Department 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 MBNA Platinum Plus Athletic Department 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 MBNA Platinum Plus Athletic Department Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an MBNA Platinum Plus Alumni Athletic Department 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. 0.15% (one fifteenth of one percent) of all retail purchase transaction dollar volume generated by Customers using an MBNA Platinum Plus Student Athletic Department 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)).

C. PREFERRED ATHLETIC DEPARTMENT CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Preferred Athletic Department Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.00 (two dollars) for each Preferred Athletic Department 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 Athletic Department 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 Athletic Department Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Preferred Alumni Athletic Department 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. 0.15% (one fifteenth of one percent) of all retail purchase transaction dollar volume generated by Customers using a Preferred Student Athletic Department 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. The following description of Athletic Department Credit Card Accounts 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. No Annual Fee.
- B. For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 7.9%. There may be an additional margin applied on account of the Alumni Customer's delinquency.
- C. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. There may be an additional margin applied on account of the Student Customer's delinquency.
- D. Customers may be able to select credit insurance as a benefit under the Program.

5. ESAUT agrees that MBNA America and its affiliates may use any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Athletic Department during the term of the Athletic Department Agreement ("Athletic Department Trademark") in conjunction with the Program, including the promotion thereof.

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

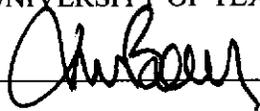
Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

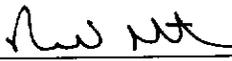
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

EX-STUDENTS' ASSOCIATION OF
THE UNIVERSITY OF TEXAS

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: JIM BOON

Name: Richard Stueben

Title: Executive Director

Title: Group President

**PLUS MILES ADDENDUM
TO THE THE EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 31st day of March, 1997 by and between The Ex-Students' Association of the University of Texas ("The Ex-Students' Assoc."), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, The Ex-Students' Assoc. 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 The Ex-Students' Assoc.; and

WHEREAS, The Ex-Students' Assoc. and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of The Ex-Students' Assoc.'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, The Ex-Students' Assoc. 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 parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by The Ex-Students' Assoc. under the Agreement.
3. The Ex-Students' Assoc. agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of The Ex-Students' Assoc.'s promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.
4. During the term of the Agreement, The Ex-Students' Assoc. will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, The Ex-Students' Assoc. shall not take action to cause the removal of The Ex-Students' Assoc.'s design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (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 the extent not otherwise granted, The Ex-Students' Assoc. hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. The Ex-Students' Assoc. represents and

warrants that The Ex-Students' Assoc. has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

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.

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.

THE EX-STUDENTS' ASSOCIATION OF
THE UNIVERSITY OF TEXAS

By: _____

Name: _____

Title: _____

MBNA AMERICA BANK, N.A.

By: _____

Name: _____

Title: _____

Attachment #1

I. Plus Miles 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. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Plus Miles Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay The Ex-Students' Assoc. a Royalty calculated as follows, for those Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account.
- B. \$18.00 (eighteen dollars) for each Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

RENEWAL ADDENDUM

THIS ADDENDUM and Schedules A and B (collectively the "Addendum") is entered into as of the 1st day of February, 1997, by and between THE EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS ("ESA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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 dated June 18, 1992, as the same may have been amended by two addenda each dated June 18, 1992, an addendum last dated November 25, 1992, and an addendum dated July 1, 1995 (collectively 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 ESA; and

WHEREAS, ESA and MBNA America mutually desire to amend the Agreement to extend the term of the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The initial term of the Agreement as amended by this Addendum will begin on the Effective Date and end on February 1, 2004. The Agreement as amended 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.
3. The rates and terms of the credit card accounts which are set forth in the Agreement are replaced in their entirety by Schedule A which is attached hereto and incorporated by reference.
4. MBNA America will pay to ESA the royalties specified in Schedule B which is attached hereto and incorporated by reference. The royalties set forth in Schedule B update and completely replace any royalty or other payments to which MBNA America was otherwise obligated to pay to ESA.
5. 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

6. 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.

THE EX-STUDENTS ASSOCIATION
OF THE UNIVERSITY OF TEXAS

MBNA AMERICA BANK, N.A.

By: <u></u>	By: <u></u>
Name: <u>JIM BOON</u>	Name: <u>JOHN C. RICHMOND</u>
Title: <u>Executive Director</u>	Title: <u>SEVP</u>

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:

1. There is NO annual fee.
2. For Alumni Platinum Plus Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
3. For Alumni Gold Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
4. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
5. 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 ESA 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 Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$4.00 (four dollars) for each Alumni Gold or Platinum Plus Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Credit Card Account described in this paragraph where the Customer has active charging privileges and the account is in good standing.
3. \$2.00 (two dollars) for each Alumni Preferred Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Credit Card Account described in this paragraph where the Customer has active charging privileges and the account is in good standing.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Platinum Plus or Gold Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

6. \$2.00 (two dollars) for each Student Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account described in this paragraph where the Customer has active charging privileges and the account is in good standing.
7. \$0.15 (fifteen cents) for each retail purchase transaction made by a Student Customer using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. ROYALTY ADVANCE.

1. Upon full execution of this Addendum, MBNA America shall pay to ESA the sum of two million dollars (\$2,000,000), as an advance against future Royalties, subject to the provisions set forth below. All Royalties earned shall, in lieu of direct payment to ESA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ESA as set forth in this Agreement. Notwithstanding the foregoing, ESA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iv) below should occur:
 - (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
 - (ii) ESA breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

C. ROYALTY GUARANTEE.

ESA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than four million dollars (\$4,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement ESA has not accrued the Guarantee Amount in Royalties, MBNA America will pay ESA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ESA during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection B.1., above.

ADDENDUM

THIS ADDENDUM and Schedules A and B (collectively the "Addendum") is entered into as of the 23rd day of September, 1999, by and between THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS ("ESA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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 ESA; and

WHEREAS, ESA and MBNA America mutually desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ESA 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 parties agree that the first paragraph of Section B 1 of Schedule B to the addendum between the parties dated February 7, 1997 is hereby deleted and replaced with the following:

B. ROYALTY ADVANCE.

1. Upon full execution of this Addendum (referring to the February 7, 1997 addendum), MBNA America shall pay to ESA the sum of two million dollars (\$2,000,000), as an advance against future Royalties, subject to the provisions set forth below. MBNA America shall pay to ESA an additional sum of two million dollars (\$2,000,000) on September 23, 1999, and again on October 1, 2000, each an advance against future Royalties, subject to the provisions set forth below. All of the above advances are hereinafter collectively referred to as an "Advance". All Royalties earned shall, in lieu of direct payment to ESA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ESA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advance to ESA hereunder, and (y) ESA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iv) below should occur:

3. 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.

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.

The Ex-Students' Association of
The University of Texas

MBNA AMERICA BANK, N.A.

By: Jim Boon

By: John Richmond

Name: Jim Boon

Name: John Richmond

Title: Executive Director

Title: SEVA

Date: 9-29-99

Date: 10/14/99

**CUSTOMER LIST ADDENDUM
TO THE EX-STUDENTS' ASSOCIATION OF THE
UNIVERSITY OF TEXAS AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this ~~15~~⁵ day of Dec, 2000 by and between The Ex-Students Association of the University of Texas ("ESA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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 ESA; and

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Semi-annually during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide ESA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to ESA, and may restrict any use by ESA of any Customer List or Customer Information which is provided by MBNA America to ESA, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.
3. ESA shall return to MBNA America each Customer List, in the same form as received by ESA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, ESA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

4. Any Customer List provided to ESA may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to ESA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (a) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

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

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

7. Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by ESA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (e.g., names, addresses, etc.) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, ESA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by ESA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

8. In the event ESA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, ESA agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

9. 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. 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. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide ESA with a Customer List) shall survive the termination of the Agreement.

**PLUS REWARDS ADDENDUM
TO THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 15 day of November 2002, by and between **The Ex-Students Association of the University of Texas** ("ESA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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 ESA; and

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

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

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by ESA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

4. ESA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of ESA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

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

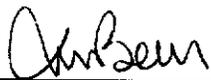
6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

THE EX-STUDENTS ASSOCIATION
OF THE UNIVERSITY OF TEXAS

MBNA AMERICA BANK, N.A.

By: 
Name: Jim Boon
Title: Executive Director
Date: 11/15/2002

By: 
Name: Michael Durrah
Title: SEVP
Date: 1/9/03

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. \$0.00 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 8.9%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$4.00 (four dollars) for each Alumni Gold or Platinum Plus Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. \$2.00 (two dollars) for each Alumni Preferred 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.

- D. .20% (two-tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

**ADDENDUM TO THE EX-STUDENTS ASSOCIATION OF THE
UNIVERSITY OF TEXAS BANK CARD AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1 day of May , 2002 by and between The Ex-Students Association of the University of Texas ("ESA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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 dated June 18, 1992, as the was amended by addenda dated July 1, 1995, December 31, 1996, February 1, 1997, March 31, 1997, September 23, 1999 and December 5, 2000 (the "Agreement");

WHEREAS, MBNA America and Host Communications, Inc., are party to a corporate sponsor and promotional license agreement dated March 15, 1999, as the same was amended by addendum dated December 1, 2001 (the "License Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ESA 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 August 31, 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. When used in this Addendum, the term "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 and e-mail addresses of Members segmented by zip codes or reasonably selected membership characteristics.
4. When used in this Addendum, the term "Member" means: (i) an undergraduate student of the University of Texas (each a "Student Member"); and (ii), alumni of the University of Texas, a member of the University of Texas' alumni association, friends, faculty and staff of the University of Texas, fans, ticket holders, donors and contributors of any University of Texas athletic team or athletic department and/or other potential participants mutually agreed to by ESA and MBNA America (each an "Alumni Member").
5. The Agreement is hereby amended by deleting Section A.5. of Schedule B in its entirety and replacing it with the following:
 5. MBNA America shall pay the percent of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Platinum Plus or

Gold Credit Card Account that is listed below during the time periods listed below (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). After March 31, 2006, MBNA America will no longer pay a Royalty to ESA based on cash advance and cash equivalent transaction volume generated by Customers using a Credit Card Account.

<u>Time Periods</u>	<u>Percent</u>
Execution Date through March 31, 2004	0.50% (one half of one percent)
April 1, 2004 through March 31, 2005	0.25% (one quarter of one percent)
April 1, 2005 through March 31, 2006	0.10% (one tenth of one percent)

6. ESA and MBNA America understand and agree that in accordance with the provisions of the addendum to the Agreement dated September 23, 1999 (the "September Addendum"), as of December 31, 2001, MBNA America has paid to ESA a total of Six Million Dollars (\$6,000,000.00) as an advance against future royalties. ESA and MBNA America further understand and agree that as of December 31, 2001, MBNA America has not recouped One Million One Hundred Thirty Two Thousand Seven Hundred Eight Dollars (\$1,132,708.00) of the Advance. MBNA America is willing to forego the recoupment of this \$1,132,708.00 (the "Unrecouped Amount") difference provided that ESA timely pays the following amounts to Host Communications, Inc. ("Host"), on behalf of MBNA America (each a "Sponsorship Payment"):

<u>Due Date</u>	<u>Amount</u>
April 1, 2002	\$87,881.00
September 1, 2002	\$71,275.05
December 1, 2002	\$71,275.05
April 1, 2003	\$71,275.05
September 1, 2003	\$74,838.80
December 1, 2003	\$74,838.80
April 1, 2004	\$74,838.80
September 1, 2004	\$78,580.74
December 1, 2004	\$78,580.74
April 1, 2005	\$78,580.74
September 1, 2005	\$82,509.77
December 1, 2005	\$82,509.77
April 1, 2006	\$82,509.77

Notwithstanding the foregoing, ESA hereby promises to pay MBNA America upon demand an amount equal to the difference between the Unrecouped Amount and the total amount of

Sponsorship Payments paid by ESA to Host as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) ESA fails to pay Host any Sponsorship Payment
- (ii) the License Agreement terminates for any reason;
- (iii) Host is in breach of any of its obligations under the License Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (vi) MBNA America shall not be prohibited from conducting on-campus promotion campaigns at major events during each consecutive twelve month period during the term of the Agreement.

In the event that ESA fails to pay MBNA America upon demand, then MBNA America may deduct such amounts from Royalties due ESA.

7. Effective January 1, 2002, Section B.1. of Schedule B as amended by the 1999 Addendum is deleted in its entirety and replaced with the following:

B. ROYALTY ADVANCE.

1. Upon full execution of this Addendum, MBNA America shall pay to ESA the sum of Two Million Dollars (\$2,000,000.00) (the "2002 Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to ESA, be applied against the 2002 Advance until such time as the 2002 Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ESA as set forth in this Agreement. Notwithstanding the foregoing, ESA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the 2002 Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) the Agreement terminates and the amount of the Advance has not been fully recouped by MBNA America;
- (ii) ESA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

8. In addition to ESA's obligations under the Agreement to exclusively endorse the Program, ESA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

9. 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.

EX-STUDENTS ASSOCIATION OF
THE UNIVERSITY OF TEXAS

By: Jim Boon
Name: Jim Boon
Title: Executive Director
Date: 4/18/02

MBNA AMERICA BANK, N.A.

By: Michael Durrah
Name: Michael Durrah
Title: SEVP
Date: May 1, 2002

**ADDENDUM TO THE EX-STUDENTS ASSOCIATION OF THE
UNIVERSITY OF TEXAS BANK CARD AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 11th day of November, 2003 (the "Effective Date") by and between The Ex-Students Association of the University of Texas ("ESA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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 a Bank Card Agreement dated June 18, 1992, as the same may have been amended (the Bank Card Agreement together with any addenda collectively referred to hereinafter as the "Agreement");

WHEREAS, ESA and MBNA America mutually desire to amend Schedule B of the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ESA 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. Upon the Effective Date, Section B.1 of Schedule B, as amended, is hereby deleted in its entirety and replaced with the following:

"B. ROYALTY ADVANCE.

1. Within thirty (30) days of full execution of this Addendum, MBNA America shall pay to ESA the sum of Three Million Dollars (\$3,000,000.00) (the "2003 Advance"), as an advance against future Royalties, subject to the provisions set forth below. In lieu of direct payment to ESA, all Royalties accrued shall be applied against the 2003 Advance until such time as the 2003 Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ESA as set forth in this Agreement. Notwithstanding the foregoing, ESA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the 2003 Advance and the total amount of accrued Royalties credited by MBNA America against the 2003 Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

(i) the Agreement terminates and the amount of the 2003 Advance has not been fully recouped by MBNA America;

(ii) ESA breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement."

3. 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 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.

EX-STUDENTS ASSOCIATION OF
THE UNIVERSITY OF TEXAS

By: Jim Boon
Name: Jim Boon
Title: Executive Director
Date: Nov 12, 2003

MBNA AMERICA BANK, N.A.

By: Hal Erskine
Name: Hal Erskine
Title: SEVP
Date: 11/15/03

**GOLD OPTION & GOLD RESERVE ADDENDUM TO THE
EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS
BANK CARD AGREEMENT**

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 30 day of 2004, 2004, by and between The Ex-Students Association of the University of Texas ("ESA") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ESA 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, dated June 18, 1992, 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 ESA (the "Program"); and

WHEREAS, ESA and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option") and Gold Reserve product ("Gold Reserve") as financial services provided by MBNA America and as part of the Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ESA 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 Gold Option and Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products 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 and/or Gold Reserve to some or all of the persons included on the lists provided by ESA under the Agreement.
3. ESA agrees to (i) exclusively endorse Gold Option and Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option or Gold Reserve. Subject to the foregoing, all of ESA's promises arising from its exclusive arrangements with MBNA America in the Agreement shall equally apply to Gold Option and Gold Reserve.
4. Upon execution of this Addendum, MBNA America will make a one time donation to ESA in the amount of ten thousand dollars (\$10,000) to be used to fund a golf tournament sponsorship.
5. ESA authorizes MBNA America to solicit its Members by mail, direct promotion, Internet, advertisements and/ or telephone for participation in the Program, so long as otherwise legal under federal and state laws, two times before the end of the year 2004 and then four times per year thereafter.
6. During the term of the Agreement, ESA will receive the royalties set forth on Attachment #1, for Gold Option accounts and Gold Reserve accounts opened pursuant to the Program and that have active charging privileges. Gold Option and Gold Reserve compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement, including Royalty Advances, shall not apply to Gold Option accounts or Gold Reserve accounts.
7. Upon termination or expiration of the Agreement, or any aspect of the Program, ESA shall not take action to cause the removal of ESA'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, ESA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. ESA

represents and warrants that ESA 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 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 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.

THE EX-STUDENTS ASSOCIATION OF
THE UNIVERSITY OF TEXAS

By: Jim Boon

Name: Jim Boon

Title: Executive Director

Date: 6/30/2007

MBNA AMERICA BANK, N.A.

By: Andrea Rose

Name: Andrea Rose

Title: SEVP

Date: 7/21/07

ATTACHMENT #1

I. Descriptions

These descriptions are 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, these descriptions may be adjusted or amended by MBNA America from time to time.

A. Gold Option

- 1) Gold Option is a no annual fee revolving loan-type product.
- 2) Customers can request that checks be drawn upon a predetermined line of credit.
- 3) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- 4) Monthly payments may be tailored to customer's monthly needs.

B. Gold Reserve

- 1) Gold Reserve is a no annual fee revolving loan-type product.
- 2) Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
- 3) The customer may request more checks from MBNA America on a periodic basis.

II. Royalties

A) Gold Option:

- 1) \$5.00 (five dollars) for each new Gold Option account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Option Account").
- 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 certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

B) Gold Reserve:

- 1) \$5.00 (five dollars) for each new Gold Reserve account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Reserve Account").
- 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 certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

**DEPOSIT PROGRAM ADDENDUM
TO THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 28 day of November, 2006, by and between THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS ("ESA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ESA and Bank, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to that certain Bank Card Agreement dated as of June 18, 1992, as the same has been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of ESA; and,

WHEREAS, ESA and Bank mutually desire to amend the Agreement to replace the existing Deposit Program with Bank's consumer deposit products, including money market deposit accounts, certificate of deposit accounts, checking and savings accounts, and checking accounts with debit card access (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service provided by Bank; and (ii) as another part of ESA's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Members, including those persons and lists provided by ESA under the Agreement.
3. Certain financial service products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank, Bank, and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits. Deposits will be subject to Bank's standard Deposit agreements. ESA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. ESA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of ESA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. For the avoidance of doubt, the Trademarks licensed by ESA to Bank for use in connection with the Deposits Program shall not include those trademarks licensed and owned by the University of Texas Athletic Department and licensed to Bank in connection with the Program pursuant to the corporate sponsor and promotional license agreement as amended.
5. During the term of the Deposit Program, ESA will receive the royalties set forth below for Program Deposit Accounts. Except as otherwise provided below in sub-section (e), Deposit Account royalties will not be paid to ESA on any existing non-endorsed deposit account that is converted to the Program. Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below or otherwise.
 - (a) 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 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.
 - (b) 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 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.
 - (c) \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) ninety (90) days from its opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (d) 0.07% (seven one-hundredths of one percent) of Net New Purchases (as defined below) made on new debit cards opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.
 - (e) 0.02% (two one-hundredths of one percent) of Net New Purchases (as defined below) on existing debit cards that are non-endorsed and subsequently converted to the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The

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Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

For sub-sections (d) and (e) above, Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

6. The Deposits 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 Deposits.
7. Notwithstanding anything contained in the Agreement to the contrary, ESA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively Bank Products') contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement.
8. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end on June 30, 2009 ("Deposits Program Initial Term"). The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for a three year renewal term ("First Deposits Program Renewal Term"), and thereafter for additional two year renewal terms ("Subsequent Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposits Program Initial Term, First Deposits Program Renewal Term, or the applicable Subsequent Deposit Program Renewal Term. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and ESA shall not take any action to cause the removal of ESA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark.. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to ESA.

10. 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 in Delaware.

11. For a one (1) year period following the termination of the Deposit Program for any reason, ESA agrees that neither ESA nor any ESA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.

12. ESA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by ESA or Bank, respectively as the case may be, or its directors, officers or employees.

13. 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.

THE EX-STUDENTS ASSOCIATION
OF THE UNIVERSITY OF TEXAS

FIA CARD SERVICES, N.A.

By: Jim Boon

By: Jacob J. [Signature]

Name: JIM BOON

Name: Jake Prop

Title: Executive Director

Title: SVP

Date: 28 Nov 2006

Date: 2/22/07

**ADDENDUM TO THE EX-STUDENTS ASSOCIATION OF
THE UNIVERSITY OF TEXAS BANK CARD AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 10 day of July, 2006, by and between The Ex-Students Association of the University of Texas ("ESA ") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ESA and Bank, individually and in its capacity as assignee of any and all Trans National's rights under the Agreement, are parties to a Bank Card Agreement dated as of June 18, 1992, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of ESA; and

WHEREAS, ESA and Bank mutually desire to extend the term of the Agreement and modify the Agreement to provide for addition Advances and to add the products defined below as another aspect of ESA's Program, under the Agreement and amend the compensation provisions of the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on June 30, 2012. The part of the current term beginning on July 1, 2006 and ending on June 30, 2012 is the "Extension Period." 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. When used in this Addendum, the following terms have the following meaning:

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

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

4. The Agreement is hereby amended by adding a new Section 24 as follows:

24. GROUP INCENTIVE PROGRAM

(a) Bank shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by ESA pursuant to any GIP. In that regard, ESA shall give Bank 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 ESA 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 ESA as instructed by Bank 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, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by ESA pursuant to any GIP. Bank shall have approval and control of the scope, timing, content and continuation of any GIP.

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

(e) ESA shall comply with Bank'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. Section A of Schedule B of the Renewal Addendum dated as of February 1, 1997 is hereby amended by adding the following:

A. CREDIT CARD ACCOUNTS

8. \$40.00 (forty 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 Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

6. Upon full execution of this Addendum, Section B.1 of Schedule B, as amended, is hereby deleted in its entirety and replaced by the following:

B. ROYALTY ADVANCES.

1. Within thirty (30) days after the full execution of this Addendum Bank shall pay to ESA the sum of \$2,000,000 (two million dollars), and on July 1, 2008 Bank shall pay to ESA the sum of \$2,000,000 (two million dollars), and on July 1, 2010 Bank shall pay to ESA the sum of \$2,000,000 (two million dollars) (each, an "Advance") as Advances against future Royalties, subject to the provisions set forth below. All Royalties accrued under the Agreement during the Extension Period (except for GIP Royalties) shall, in lieu of direct payment to ESA, be applied against each of the Advances until such time as all Advances are fully recouped. GIP Royalties shall be paid directly to ESA in accordance with the Agreement. Any Royalties accrued thereafter shall be paid to ESA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to ESA hereunder, and (y) ESA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to June 30, 2012;
- (ii) ESA breaches any of its obligations under the Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; or

(v) ESA directly and indirectly, endorses, sponsors, or promotes any of the programs and services offered under this Agreement of any entity other than Bank.

2. If during any given year(s) during the Extension Period Bank recoups all prior Advances paid by it to ESA in prior years, and pays ESA Royalties accrued by ESA over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

3. The parties agree that neither party has any liability to the other party for any Advances or Guarantees extended prior to the date of this Addendum.

6. Upon full execution of this Addendum, Section C of Schedule B, as amended, is hereby deleted in its entirety and replaced by the following:

C. ROYALTY GUARANTEE

ESA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$6,000,000 (six million dollars) (the "Guarantee Amount") by June 30, 2012, subject to the provisions set forth below. If as of June 30, 2012 ESA has not accrued \$6,000,000 in Royalties, Bank will pay ESA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ESA from July 1, 2006 through June 30, 2012 and the amount of any unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section B.1 of Schedule B above.

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. 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. 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 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.

**THE EX-STUDENTS ASSOCIATION OF
THE UNIVERSITY OF TEXAS**

By: Jim Boon

Name: Jim Boon

Title: Executive Director

Date: July 10, 2006

FIA CARD SERVICES, N. A.

By: Jake Flegg

Name: Jake Flegg

Title: SVP

Date: 8/21/06

**ADDENDUM
TO THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of ~~May~~^{JULY}, 2008, by and between THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS ("ESA") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ESA and Bank desire to modify certain elements of the Deposits Program compensation and align the term of the Deposits Program with the term of the new "Sponsorship Agreement" described below.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. ESA has agreed to forego a portion of the Deposits Program new checking account compensation reflected on the Deposits Program Addendum entered into as of November 28, 2006 ("Deposits Program Addendum"), in consideration of and recognition of the sponsorship relationship and payment terms between Host, on behalf of the University of Texas Athletics Department and Bank of America Company pursuant to the "Official Corporate Sponsor Agreement" last dated February 25, 2008 ("Sponsorship Agreement").
3. For the sake of clarity, the deposits royalties shown in Paragraph 5 of the Deposits Program Addendum, subsections (a), (b), the second sentence of (c), (d), and (e) of the Deposits Program Addendum are not altered by this addendum. Effective July 1, 2008, the first sentence in Paragraph 5, subsection (c) of the Deposits Program Addendum is hereby deleted in its entirety and replaced by:

"ESA will receive \$10.00 (ten dollars) for each new Program checking account opened (i) after the new checking account thresholds specified below (within the applicable time frames) have been achieved, and (ii) if such new checking account satisfies the criteria of having a positive balance of at least \$50.00 (fifty dollars) ninety (90) days from the account opening provide such criteria is satisfied between October 1 and September 30 of the applicable year.

Thresholds and Time Frames:

From July 1, 2008 until June 30, 2009, ESA shall be eligible for new checking account compensation for each new checking account opened after 7,500 new Program checking accounts have been opened.

From July 1, 2009 until June 30, 2010, ESA shall be eligible for new checking account compensation for each new checking account opened after 2,500 new Program checking accounts have been opened;

From July 1, 2010 until June 30, 2011, ESA shall be eligible for new checking account compensation for each new checking account opened after 1,000 new Program checking accounts have been opened;

From July 1, 2011 until June 30, 2012, ESA shall be eligible for new checking account compensation for each new checking account opened after 1,000 new Program checking accounts have been opened; and

From July 1, 2012 until June 30, 2013, ESA shall be eligible for new checking account compensation for each new checking account opened after 1,000 new Program checking accounts have been opened.

Payments will be made within forty-five (45) days after the end of each calendar quarter, in arrears."

4. The parties further agree that Paragraph 8 of the Deposits Program Addendum is hereby deleted in its entirety and replaced with: "The term of the Deposits Program shall expire June 30, 2013."
5. 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, with respect to the subject matter of this Addendum only, shall be governed by this Addendum.
6. 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.

THE EX-STUDENTS ASSOCIATION
OF THE UNIVERSITY OF TEXAS

FIA CARD SERVICES, N.A.

By: Jim Boon

By: David Booth

Name: Jim Boon

Name: David Booth

Title: EXECUTIVE DIRECTOR

Title:

SUP

Date: JULY 17, 2008

Date:

8.20.08