

**FIRST TENNESSEE BANK, N.A.
CARDMEMBER SPONSOR AGREEMENT**

This Cardmember Sponsor Agreement is entered into as of August 18, 1989, by and between First Tennessee Bank National Association (the "Bank") and Theta Xi Fraternity (the "Sponsor").

1. Background Information

The Bank is a member of MasterCard International, Inc. ("MasterCard"), and VISA U.S.A., Inc. ("VISA"), and operates credit card programs pursuant to which MasterCard and VISA cards will be issued by the Bank to customers who wish to avail themselves of the programs, services and credit facilities afforded by MasterCard, VISA and member institutions of the MasterCard and VISA systems. The Bank offers a program to enable other persons, firms, corporations and other entities to refer customers to participate with the Bank in the MasterCard system and/or the VISA system.

2. Definitions

As used herein, unless the context expressly indicates otherwise:

- (i) "Card" means either or both of any MasterCard credit card and/or any VISA credit card (standard, preferred or otherwise) and/or any other card which is authorized for use by either MasterCard or VISA and which is issued by the Bank pursuant to this Agreement.
- (ii) "Cardmember" means any person, firm, corporation or other entity to whom a Card has been issued.
- (iii) "Member" means any person, firm, corporation or other entity associated with or referred by the Sponsor.

3. Promotion and Issuance of Cards

The Bank will issue Cards to persons or entities whose names are supplied to the Bank by the Sponsor and who request the Cards and who are approved for the extension of credit by the Bank in its sole discretion. The Cards will show the name of the Sponsor on the face thereof, unless the Bank and the Sponsor shall otherwise agree in writing. The Bank shall have the right to denote on the reverse of the Cards such information as the Bank shall from time to time deem appropriate, including, without limitation, information to the effect that the Card is the property of the Bank, that credit is extended by the Bank pursuant to a Cardmember agreement between the Cardmember and the Bank. Such indications may use the name "First Tennessee Bank National Association" or a trade name or service mark of the Bank.

The Sponsor agrees to promote and support the Card services offered by the Bank for Members on a continuing basis and to display such materials related thereto as are appropriate in its offices. During the term of this Agreement, the Sponsor will not permit marketing materials or solicitations for any MasterCard, VISA or other credit card, charge card or debit

card other than the Card to be displayed, used or distributed in any offices of the Sponsor or contained in any communication materials prepared and distributed by the Sponsor to its Members. The Sponsor further agrees to cooperate with the Bank in its own efforts to promote the MasterCard and/or VISA systems offered through the Bank in such manners and by such means as the Bank may from time to time reasonably request. Sponsor may undertake a marketing and/or promotional campaign to promote the Card to its Members, with all written materials to be approved in writing in advance by Bank. In addition to the foregoing marketing efforts, at the Bank's request, not later than 90 days after the date of such request, the Sponsor will include in its periodic communications to its Members statement stuffers for the Card provided by the Bank. Thereafter, the Sponsor shall include statement stuffers for the Card in its periodic communications to Members as requested and provided from time to time by the Bank but not more than once per calendar quarter. In addition, promptly following the execution of this Agreement and thereafter on each anniversary date hereof, the Sponsor shall provide to the Bank a current list in form reasonably acceptable to the Bank indicating the name and address of each Member except for campaigns initiated by sponsor as described above.

Marketing materials shall be developed by the Bank and provided to the Sponsor at the Bank's expense, and the Bank shall assume responsibility for the administration of promotional and solicitation activities. Prior to initial use, each form of endorsement and related marketing materials used to solicit Cardmembers shall be submitted by the Bank to the Sponsor for approval, which approval shall be deemed to have been given if Sponsor fails to notify Bank of its objections within 10 days of receipt thereof. Approvals by Sponsor shall not be unreasonably withheld or delayed.

Neither Sponsor nor any of its officers, employees or agents will discourage any of its Members from applying from the Card on any basis (including, without limitation, any perceived creditworthiness or lack thereof) or otherwise screen or select Members to receive applications from Bank (other than broad geographical or other categories as specified by the Bank from time to time). Sponsor and Bank agree that the compensation levels set forth on Exhibit A are based on the solicitation and response levels set forth on Exhibit B attached hereto (the "Targets"). In the event that actual performance of Sponsor and its Members under this Agreement does not meet the Targets for any calendar quarter, the Bank will have the right to adjust the compensation levels on Exhibit A accordingly.

Sponsor further covenants and agrees that it will not pay or rebate any compensation received from the Bank to any Cardmember; provided that Sponsor may use the proceeds of such compensation in programs and activities that benefit Members generally.

Based on its customary credit policies, the Bank will accept or reject in its sole discretion applications for the Card submitted by Members. The Bank will issue Cards to, and establish credit limits for, those applicants accepted by the Bank. It is expressly understood that all Cardmember accounts and transactions for such accounts shall create the relationship of debtor and creditor between each Cardmember and the Bank, and the Bank shall be the sole owner and holder of all rights and remedies incident to such accounts. The Bank shall be identified as the creditor in Cardmember agreements and as the owner or issuer of the Cards. Except as expressly provided in this Agreement, the Bank shall have the right to make all determinations with respect to the terms and features of the Card services, and such enhancements and incidental services as the Bank may choose to furnish to Cardmembers. The Bank may charge Cardmembers a membership fee for its account services, and various other fees. These fees, the amount of finance charges assessed, the method of application of payments, the method of computation of finance charges and all other terms of the account may be changed from time to time, provided that the Bank shall provide such notice to the Cardmember as is required by applicable law. Cards issued by the Bank shall be governed by the terms of the Cardmember agreements to be entered into between the Bank and each

Cardmember, and the Bank reserves the right to amend its Cardmember agreements from time to time as permitted thereunder. The relationship between the Sponsor and the Bank is that of independent contractor; no agency, joint venture, partnership or fiduciary relationship is created or intended to be created by the terms of this Agreement, and neither party hereto shall have the right or authority to act for or on behalf of the other party.

4. Compensation of Sponsor

During the term of this Agreement, the Bank or its designee shall pay to the Sponsor, for and in consideration of the Sponsor's support and promotion of the Bank's Card services, and of the Bank's right to use the Sponsor's Marks and the Sponsor's mailing list, all as provided in this Agreement, the fees determined as set forth in Exhibit A attached hereto, such payment to be made at the times and in the amounts indicated on such Exhibit A, subject to adjustment as provided herein.

5. Confidentiality

All Member information provided by the Sponsor to the Bank pursuant to this Agreement shall be treated as confidential information by the Bank, and the Bank will use such information only in connection with the Card services contemplated hereunder; provided, however, that nothing herein shall prohibit the Bank from other use or disclosure of any name, address or similar information concerning Members who become Bank customers by applying for and receiving the Card services offered in connection with this Agreement or otherwise; and provided further, that disclosure may be made by the Bank to representatives of federal or state regulatory bodies and agencies, private consumer reporting agencies and other third parties in the ordinary course of business in a manner and to the extent consistent with the requirements of the Federal Fair Credit Reporting Act and other federal and state legal and regulatory requirements applicable to the Bank.

All information provided to Sponsor about the VISA and/or Master Card system, rules, and regulations and about the credit card policies, operations and business of the Bank shall be treated as confidential information by the Sponsor, and the Sponsor will use such information only as necessary in connection with promotion of the Card services contemplated hereunder.

6. Representations, Warranties and Covenants By Sponsor

The Sponsor hereby represents and warrants to the Bank that it has the full right, power and authority to enter into and perform this Agreement in accordance with all of the terms, provisions and conditions hereof. Upon request by the Bank, the Sponsor will promptly execute and deliver any certificates, affidavits or agreements as may be required from time to time by MasterCard International or VISA in connection with the services provided under this Agreement. Throughout the term of this Agreement, including any renewal term, the Sponsor will maintain any such membership(s) or certifications (if any are so required) in good standing, pay all required fees, if any, related to such membership(s), and execute all such applications, membership agreements, and other documents as may be required by the Bank or the applicable credit card organization in connection with such membership(s) or in connection with the Sponsor's participation in the transactions contemplated by this Agreement.

7. Cardmembers and Accounts

The issuance to and use of a Card by each Member whose name is supplied by the Sponsor shall be subject to a Cardmember agreement between such Member and the Bank, the form and terms of which shall be determined by the Bank in its sole discretion. All Cards issued by the Bank, Cardmember accounts with the Bank, outstanding balances in respect thereto and all records developed and maintained by the Bank in connection therewith shall be the property of the Bank or its assigns. The Sponsor shall have no right or interest therein. The Bank agrees that it will keep complete and accurate records of all Members who elect to obtain Cards.

8. License to Use Marks

The Sponsor hereby grants to the Bank a license to use the Sponsor's name, trademarks, service marks and logo as shown on Exhibit C attached hereto (the "Marks") on VISA and/or MasterCard credit cards issued in connection with this Agreement and in marketing materials soliciting applications for Card services; and Sponsor agrees that it will not license the Marks for use on any other credit or debit card or charge card during the term of this Agreement. The Sponsor represents that it is the owner of the Marks and has authority to grant the license extended hereunder. The Sponsor agrees to indemnify and hold the Bank harmless from any and all claims, damages, losses, costs and expenses (including attorneys' fees and litigation expenses) arising in connection with any claim that the use of the Marks as contemplated hereunder infringes the rights of any person or entity. Such indemnity shall survive any termination of this Agreement. Upon any termination of this Agreement for any other reason, the Bank shall discontinue use of such Marks to market its Card services to new Cardmembers; provided, however, that the Bank shall have a continuing license to use the Marks on Cards representing accounts in existence with Members at the time of such termination. Issuer will not be required to cancel any Member's account opened at the time of such termination.

9. Training of Personnel

In respect of the Sponsor's participation in either or both of the MasterCard and/or VISA systems hereunder, the Bank or its designee shall provide training for personnel of the Sponsor of such nature and at such place as the Bank and the Sponsor shall mutually deem satisfactory.

10. Term

This Agreement shall be effective for four (4) years from the date hereof (the "Term"), and thereafter shall be automatically renewed on each second anniversary date of the effective date hereof for successive renewal terms of two (2) years each (individually, a "Renewal Term"), unless terminated as provided herein. This Agreement may be terminated by either party hereto in the last year of the Term or any Renewal Term, as the case may be, by giving written notice to the other party at least 90 days prior to the end of such Term or Renewal Term, such termination to be effective as of the end of such Term or Renewal Term. This Agreement may be terminated by either party hereto at any time upon failure by the other party to cure within 30 days after receipt of notice of any default under this Agreement or by a party in the event of the insolvency, bankruptcy, or appointment of a receiver for the other party to this Agreement, such termination to be effective upon the delivery by the terminating party of written notice thereof to the other party.

All items received on or prior to the effective date of termination shall be dealt with pursuant to this Agreement and all representations, warranties and covenants of the Sponsor hereunder shall remain in full force and effect without regard to any such termination. If either the Bank or the Sponsor shall terminate this Agreement for any reason, (i) all Cardmember accounts which have been opened pursuant to the terms hereof, together with all Cardmember accounts for which applications have been received but not yet approved by the Bank as of the effective date of such termination, shall remain the sole and exclusive property of the Bank, and (ii) each party to this Agreement shall refrain from making any statement to any third party (including, without limitation, the Sponsor's members) of the reasons for such termination and from making any disparaging statements about the other party to any third party.

11. Indemnification.

(a) The Bank shall indemnify and hold the Sponsor harmless against any losses, claims, damages, liabilities or expenses (which shall include, but not be limited to, all costs of defense and investigation and all attorney's fees) to which Sponsor may become subject, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon any of the following:

- (i) the gross negligence or willful misconduct of the Bank or its employees in providing the services contemplated hereunder; or
- (ii) the failure of the Bank to perform its obligations under this Agreement as defined in Section 4 above.

The obligation of Bank to indemnify Sponsor shall not exceed the total fees payable to Sponsor pursuant to Section 6 hereof.

(b) Sponsor shall indemnify and hold the Bank harmless against any losses, damages, liabilities or expenses (which shall include, but not be limited to, all costs of defense and investigation and all attorney's fees) to which the Bank may become subject, insofar as such losses, claims, damages, liabilities or expense arise out of or are based upon:

- (i) the gross negligence or willful misconduct of Sponsor or its employees,
- (ii) Sponsor's failure to limit its marketing activities to those activities outlined in Section 4 above, and
- (iii) Sponsor's breach of any of the representations, warranties or covenants in this Agreement.

12. Notice

Except for Bank's delivery to Sponsor of promotional materials for approval (which may be made by regular mail or other delivery service), any notice required by this Agreement shall be in writing and shall be sent by personal delivery, by nationally recognized overnight courier service or by certified or registered mail, return receipt requested, to the address of the party hereto to whom notice is being given set forth on the signature page hereof (marked to the attention of the person indicated with such address), or to such other person and address as either party hereto shall designate to the other by written notice given in the foregoing manner. All notices properly given as provided herein shall be effective upon receipt.

13. Assignment

Neither party hereto may transfer, assign or otherwise convey this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that the Bank may assign this Agreement and any of its rights and obligations hereunder to an affiliated, successor or surviving corporation upon the condition that the assignee shall assume, either expressly or by operation of law, all of the Bank's obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

14. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF TENNESSEE, BUT IN THE EVENT THAT BANK ASSIGNS THIS AGREEMENT TO A SUCCESSOR, SUBSIDIARY OR AFFILIATED CORPORATION, OR TO A THIRD PARTY, PROVIDING NOTICE THEREOF TO SPONSOR UPON SUCH ASSIGNMENT, THE AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED FROM THE EFFECTIVE DATE OF ASSIGNMENT BY THE LAWS OF THE STATE IN WHICH THAT ASSIGNEE MAINTAINS ITS PRINCIPAL OFFICES.

15. Entire Agreement; Section Headings; Waivers; Severability; Amendment

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. Section headings used herein are for convenience only and neither limit nor amplify the provisions of this Agreement. Any waiver of any term, condition or right of the Bank under this Agreement on any occasion shall not be deemed a continuing waiver or a waiver of any other term or condition unless a written waiver is signed by both the Bank and the Sponsor expressing such an intention. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, that determination shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be amended by Bank's delivery of written notice of such amendment to Sponsor, such amendment to become effective fifteen days after the receipt by Sponsor, unless Sponsor shall deliver written notice to Bank rejecting such amendment within such notice period.

IN WITNESS WHEREOF, the parties hereto have executed this Cardmember Sponsor Agreement as of the date set forth above.

**FIRST TENNESSEE BANK
NATIONAL ASSOCIATION**

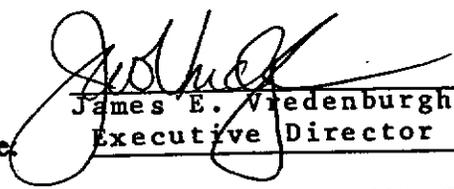
By: _____

Title: _____

Address: 300 Court
Memphis, Tennessee 38103

Attention: _____

THETA XI FRATERNITY

By:  _____

Title: James E. Vredenburg
Executive Director

Address: 9974 Old Olive Street Road
St. Louis, Missouri 63141

Attention: James E. Vredenburg

EXHIBIT A

Compensation of Sponsor

In consideration of the services to be provided pursuant to the Cardmember Sponsor Agreement ("Agreement"), Bank will pay compensation to Sponsor as follows (unless otherwise defined, capitalized terms have the same meaning as provided in the Agreement):

1. During the term of this Agreement, Bank will pay to Sponsor on a monthly basis in arrears a usage marketing fee (the "Usage Fee") in an amount equal to fifty hundredths of one percent (0.50%) of the aggregate net retail purchases generated by Cardmembers during the preceding month. In order to allow Bank sufficient time to process any refunds and calculate the Usage Fee, the Usage Fee shall be paid by the Bank to Sponsor not more than thirty (30) days following the end of the calendar month during which the purchases are posted to the account of a Cardmember by Bank.
2. During the term of this Agreement, Bank will pay to Sponsor on an annual basis in arrears \$3.00 for each MasterCard or VISA credit card annual membership fee collected on a Cardmember's account by Bank during the preceding 12 months (the "Annual Fees"). In order to allow Bank sufficient time to process any refunds and calculate the aggregate Annual Fees, the Annual Fees shall be paid by Bank to Sponsor not more than thirty (30) days following each anniversary date of this Agreement.
3. The Usage Fee and Annual Fees shall begin to accrue and shall continue to be payable only when and so long as there are in existence with Bank 400 or more open and active accounts for Cardmembers referred by Sponsor under this Agreement. However, Bank will pay Sponsor Usage Fees and Annual Fees from the initiation of the program if, within 90 days from the initial mailing, there are 400 or more accounts in existence.

EXHIBIT B

Targets for Solicitation and Response

Active Alumni

Student Members

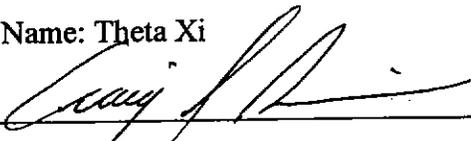
Other mutually agreed upon supporters or affiliates of
Theta Xi Fraternity

CONSENT TO ASSIGNMENT

The undersigned Sponsor hereby consents to the assignment by First Tennessee Bank National Association ("FTB") to MBNA America Bank N.A. ("MBNA") of FTB's rights, title, interests, and obligations in and under that certain affinity agreements which were entered into by and between FTB and Sponsor on or about 8/18/89, including amendments thereto, if any (the "Agreement"). Sponsor acknowledges that such assignment shall not constitute a prohibited assignment under any provision of the Agreement or otherwise.

Date: 12/10/00

Sponsor Name: Theta Xi

By: 

Title: CRAIG DENNIS, EXECUTIVE DIRECTOR



Theta Xi Fraternity

Post Office Box 411134
St. Louis, Missouri 63141
800-783-6294
FAX 866-783-6294
www.thetaxihq.org
Craig@thetaxihq.org

Craig Dennis
Executive Director



FIA CARD SERVICES™

FIA Card Services, DE5-001-08-02
1100 N. King Street
Wilmington, DE 19884

Tel: 800.441.7048

VIA Overnight Delivery

May 12, 2011

Mr. James E. Vredenburgh
Executive Director
Theta Xi Fraternity
9974 Old Olive Street Road
St. Louis, Missouri 63141

Dear Mr. Vredenburgh:

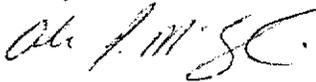
I am writing to inform you that following a comprehensive review of the Theta Xi Fraternity credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A., as assignee of all of First Tennessee Bank National Association's rights and responsibilities under the Agreement) ("FIA") has decided not to renew our Cardmember Sponsor Agreement dated August 18, 1989, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 10 of the Agreement.

The Agreement's expiration date is August 18, 2011.

We have appreciated your endorsement.

Sincerely,



Alex J. McLaughlin
Vice President
FIA Card Services, N.A.
804-627-7081