

**UNIVERSITY OF SOUTHERN MISSISSIPPI ALUMNI ASSOCIATION, INC.
AFFINITY AGREEMENT**

This Agreement is entered into as of this 22nd day of June, 2002, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and UNIVERSITY OF SOUTHERN MISSISSIPPI ALUMNI ASSOCIATION, INC., a non-profit educational institution having its principal place of business at One Alumni Drive, Hattiesburg, Mississippi ("USMAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, business card programs and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby USMAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which USMAA complies with the GIP provisions of this Agreement.
- (g) "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 who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means: (i) an undergraduate or graduate student of UNIVERSITY OF SOUTHERN MISSISSIPPI (each a "Student Member"); and (ii), alumni of UNIVERSITY OF SOUTHERN MISSISSIPPI, a member of the Alumni Association, friends, faculty and staff of the University and/or other potential participants mutually agreed to by the Alumni Association and MBNA America (each an "Alumni Member").

- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by USMAA during the term of this Agreement.
- (l) "USMAA Affiliate" means any entity controlled by or under common control of USMAA.

2. RIGHTS AND RESPONSIBILITIES OF USMAA

- (a) USMAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither USMAA nor any USMAA Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop or market any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, USMAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by USMAA of said financial institution or the advertised Financial Service Product.
- (b) USMAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) USMAA authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements, e-mail and/or telephone for participation in the Program.
- (d) USMAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain USMAA's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due USMAA. In the event such costs exceed Royalties then due USMAA, USMAA shall promptly reimburse MBNA America for all such costs.
- (e) Upon the request of MBNA America, USMAA shall provide MBNA America with the Mailing List free of any charge; provided, however, that USMAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that USMAA not provide his/her personal information to third parties. In the event

that MBNA America incurs a cost because of a charge assessed by USMAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due USMAA. USMAA shall provide the initial Mailing List, containing at least seventy-three thousand (73,000) non-duplicate alumni names (of persons at least eighteen years of age) and at least thirteen thousand (13,000) non-duplicate student names (of persons at least eighteen years of age) as well as additional names of donors and parents of students, with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members as soon as possible but no later than thirty (30) days after USMAA's execution of this Agreement.

(f) USMAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to USMAA. Notwithstanding the above, USMAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to USMAA. Any correspondence received by USMAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) USMAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. USMAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after USMAA's execution of this Agreement. Nothing stated in this Agreement prohibits USMAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) USMAA shall permit MBNA America to advertise the Program at prominent locations within the internet site of USMAA. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle USMAA to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. USMAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of USMAA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose, nor shall MBNA America reproduce, rent or sell the Mailing Lists for any reason other than the purpose of fulfilling its obligations under this Agreement. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of USMAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by USMAA.

4. REPRESENTATIONS AND WARRANTIES

(a) USMAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) USMAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement and to provide the Mailing List(s) to MBNA America for the promotion of the Program. USMAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to USMAA. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

7. CONFIDENTIALITY OF AGREEMENT

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

and circumstances surrounding such request; (y) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (z) if disclosure of such Information 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 Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2007. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term MBNA America has not fully recouped any payments previously made to USMAA which are subject to recoupment under this Agreement ("Recoupable Payments"), this Agreement shall not terminate at the end of such term, but shall automatically renew for a one-year period. At the end of the one-year period, this Agreement will renew for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or USMAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or USMAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or USMAA takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

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

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

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, USMAA agrees that neither USMAA nor any USMAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, USMAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the USMAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to USMAA:

UNIVERSITY OF SOUTHERN MISSISSIPPI
ALUMNI ASSOCIATION, INC.
One Alumni Drive
Hattiesburg, Mississippi 39406-5013

ATTENTION: Mr. Robert D. Pierce, II
Executive Director

Fax #: 601-266-4214

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Mr. Michael S. Schuck
Senior Executive Vice President

Fax #: 302-432-0261

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. However, should MBNA America utilize the services of any third party, said party shall be bound by this Agreement to the same extent as MBNA America. Certain Financial Service Products or services under this 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.

(h) MBNA America and USMAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

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

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

12. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by USMAA pursuant to any GIP. In that regard, USMAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle USMAA to the Royalty specified in Schedule B, 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 USMAA 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 B.

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

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

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

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

**UNIVERSITY OF SOUTHERN
MISSISSIPPI ALUMNI
ASSOCIATION, INC.**

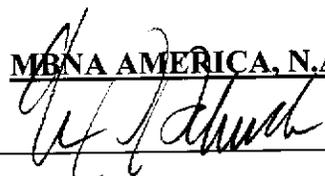
By: Sharon Herrin

Name: Sharon Herrin

Title: President

Date: June 22, 2002

MBNA AMERICA, N.A.

By: 

Name: Michael S. Schuck

Title: Senior Executive Vice President

Date: 1/24/02

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 12.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. BUSINESSCARD CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a Platinum Plus for Business account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Account program.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay USMAA 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. \$1.00 (one dollar) for each Alumni 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by 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. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers 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. BUSINESSCARD CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provision contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Account Royalties accrued hereunder shall be treated as Royalties for purposes of Schedule B, hereof.

0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transaction, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips.))

C. GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one 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.

D. ROYALTY ADVANCE

Upon implementation of the first Full Marketing Campaign (as defined herein) by MBNA America, but no later than July 15, 2002, MBNA America shall pay to USMAA the sum of four hundred and fifty thousand dollars (\$450,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. On the first anniversary of the Effective Date, MBNA America shall pay USMAA the sum of eighty-seven thousand five hundred dollars (\$87,500), as an advance against future Royalties, subject to the provisions set forth below. On the second anniversary of the Effective Date, MBNA America shall pay USMAA the sum of eighty-seven thousand five hundred dollars (\$87,500), as an advance against future Royalties, subject to the provisions set forth below. On the third anniversary of the Effective Date, MBNA America shall pay USMAA the sum of eighty-seven thousand five hundred dollars (\$87,500), as an advance against future Royalties, subject to the provisions set forth below. On the fourth anniversary of the Effective Date, MBNA America shall pay USMAA the sum of eighty-seven thousand five hundred dollars (\$87,500), for a total advance of eight hundred thousand dollars (\$800,000), subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to USMAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to USMAA as set forth in this Agreement. Notwithstanding the foregoing, USMAA 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 (v) below should occur:

- (i) The Agreement terminates except for cause attributable to MBNA America, prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) USMAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) 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 six (6) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events under the control of USMAA during each consecutive twelve month period during the term of the Agreement.

A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

**TRAVEL REWARDS ADDENDUM
TO THE UNIVERSITY OF SOUTHERN MISSISSIPPI ALUMNI ASSOCIATION, INC.
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 14th day of June, 2003, by and between University of Southern Mississippi Alumni Association, Inc. ("USMAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, USMAA 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 USMAA; and

WHEREAS, USMAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of USMAA's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, USMAA 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 opened pursuant to the Program.

3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which USMAA complies with the GIP provisions of the Agreement.

4. 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 USMAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

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

6. During the term of the Agreement, USMAA will receive the royalties set forth on Attachment #1, Section II for the Alumni Reward Credit Card Accounts and the Alumni Reward GIP Accounts. Alumni Reward Credit Card Accounts and Alumni Reward GIP Accounts shall

only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement. For the avoidance of doubt, the Royalties payable under Attachment #1, Section II shall not operate to reduce the amount of any Advance payable to USMAA during the term of the Agreement under Section D of Schedule B of the Agreement, subject to the terms thereunder.

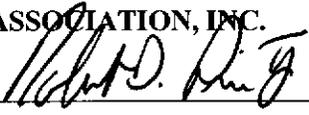
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America 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.

8. 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.

**UNIVERSITY OF SOUTHERN MISSISSIPPI
ALUMNI ASSOCIATION, INC.**

MBNA AMERICA BANK, N.A.

By: 
Name: Robert D. Pierce, II
Title: Executive Director
Date: June 14, 2003

By: 
Name: Hal Erskine
Title: SEVP
Date: 7/7/03

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. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay USMAA a Royalty calculated as follows, for those Alumni Reward Credit Card Accounts with active charging privileges. All Royalty payments due USMAA 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. \$1.00 (one dollar) for each Alumni 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 Alumni 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 Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni 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)).

- D. \$30.00 (thirty dollars) for each Alumni Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Alumni Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of July 1, 2007 (the "Effective Date") by and between The University of Southern Mississippi Alumni Association ("USMAA") and FIA Card Services, N.A. ("Bank"), a wholly-owned subsidiary of Bank of America Corporation, for themselves and their respective successors and assigns.

WHEREAS, USMAA and Bank (f/k/a MBNA America Bank, N.A.) are parties to an Affinity Agreement dated June 22, 2002, 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 USMAA; and

WHEREAS, USMAA and Bank mutually desire to extend the term of the Agreement, and to otherwise amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, USMAA 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, 2014. 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 Section 8 of the Agreement in its entirety.

3. The following definitions are hereby amended to read in their entireties as follows:

"Financial Service Product" means any credit card program, charge card program, debit card program, business card program, and travel and entertainment card program, and any unsecured consumer purpose installment loan program or unsecured consumer purpose revolving loan program similar to those products defined herein as a Gold Option and Gold Reserve Accounts.

"Trademarks" mean any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by USMAA or any USMAA Affiliate used or acquired by USMAA during the term of this Agreement, and University Trademarks.

4. The following definitions are hereby added to Section 1 of the Agreement:

"Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

"Emerging Credit Card Account" means a consumer Credit Card Account coded by Bank with one of Bank's risk management identifiers.

"Emerging Credit Card GIP Account" means an Emerging Credit Card Account opened pursuant to a GIP in which USMAA complies with the GIP provisions of the Agreement.

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Emerging Credit Card Reward GIP Account" means an Emerging Credit Card Reward Account opened pursuant to a GIP in which USMAA complies with the GIP provisions of the Agreement.

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

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

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

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

"Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which USMAA complies with the GIP provisions of the Agreement.

"University" means The University of Southern Mississippi and any office or department of, or affiliated or associated with, The University of Southern Mississippi, including but not limited to the athletic department and the office of student affairs of The University of Southern Mississippi.

"University Trademarks" mean any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

5. In addition to the authority granted to Bank pursuant to Section 2(c) of the Agreement, USMAA authorizes Bank to solicit Members by electronic advertisements (e.g., in USMAA's e-newsletter) and, with the prior permission of USMAA (such permission not to be unreasonably withheld), through such other marketing channels as Bank may deem appropriate (e.g., certain banking centers of one or more of Bank's affiliates). In addition, USMAA ratifies and confirms that Bank is authorized pursuant to Section 2(c) of the Agreement to conduct at least one email campaign to the full updated Mailing List during each consecutive twelve month period during the term of this Agreement.

6. The beginning clause in the first sentence of Section 2(d) of the Agreement is hereby revised by deleting "USMAA's" from in front of the word "Trademark."

7. The first sentence of Section 2(h) of the Agreement is hereby amended to read in its entirety as follows:

"USMAA shall permit or otherwise enable Bank to advertise the Program free of charge by banner ad on the home page and at other prominent mutually agreed upon locations within the Internet site of USMAA and the official site of University athletics, respectively."

8. A new Section 2(i) is hereby added to the Agreement to read in its entirety as follows:

"(i) USMAA shall provide to Bank or otherwise enable Bank to have the sponsorship and promotional opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of USMAA to Bank."

9. Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. USMAA shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. Bank shall not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of USMAA, a USMAA Affiliate, or the University for such gifts or premiums. USMAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to USMAA's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or if any person shall otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and payments otherwise due USMAA.

10. The first sentence of Section 4(b) of the Agreement is hereby deleted and replaced in its entirety with the following:

"USMAA represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that it has the right and power to license the Trademarks and, if applicable, to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. USMAA further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products or that has access to the Mailing List in connection with any Financial Service Products."

11. The address to which notices relating to this Agreement are to be sent to Bank shall be as follows:

FIA CARD SERVICES, N.A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of Business Development

Fax #: (302) 432-0189

With a copy to:

FIA CARD SERVICES, N.A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Card Services Legal Department

Fax #: (302) 432-0755

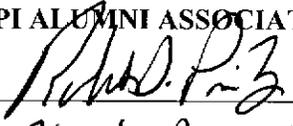
12. That certain Travel Rewards Addendum to the Agreement dated June 14, 2003 is hereby deleted from the Agreement in its entirety.

13. Schedule B of the Agreement is hereby deleted from the Agreement in its entirety and replaced with a new Schedule B as set forth on Attachment #2, attached hereto and incorporated herein by reference.

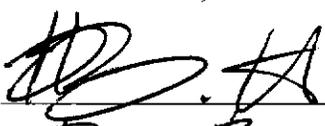
14. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything 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 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 UNIVERSITY OF SOUTHERN
MISSISSIPPI ALUMNI ASSOCIATION**

By: 
Name: Robert D. Pierce, II
Title: Executive Director
Date: September 25, 2007

FIA CARD SERVICES, N.A.

By: 
Name: David Booth
Title: SUP
Date: 10.12.07

ATTACHMENT #1

ANNUAL MARKETING PLAN

I. SPONSORSHIP RECOGNITION

Pursuant to and in accordance with Section 2(i) of this Agreement, Bank shall have the right to use, at Bank's discretion, one or more of the following phrases in connection with the promotion and marketing of the Program: "*The official credit card (or card) of The University of Southern Mississippi Alumni Association;*" "*The official credit card (or card) of The University of Southern Mississippi;*" "*The official credit card (or card) of Southern Miss;*" "*The official credit card (or card) of the Golden Eagles;*" and "*The official credit card (or card) of the Southern Miss Golden Eagles.*"

II. PROMOTIONAL OPPORTUNITIES

Pursuant to and in accordance with Section 2(i) of this Agreement, USMAA shall provide the following to Bank or otherwise enable Bank to have, at no additional cost:

- (a) Necessary access, during each year of this Agreement, for Bank to conduct direct promotion events for the Program at all University home football games. Bank will communicate to USMAA prior to the start of each football season whether Bank intends to conduct direct promotion events during that season.
- (b) When conducting direct promotion events, Bank may have at least four (4) direct promotion locations (each a "Location") within the athletic facility holding the home football game. The Locations shall be at prominent locations and will be mutually agreed upon by Alumni Association and Bank.
- (c) Passes to all Bank employees and agents that are conducting the direct promotion event.
- (d) Two (2) parking permits/passes for each game at which Bank will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which Bank will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the Bank vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (f) Bank shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the game.
- (g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by Bank and Alumni Association and both parties agree to be reasonable.

III. TICKETS

On a game-by-game basis for University home football games, upon Bank's request, Alumni Association will provide Bank with up to two (2) entrance tickets for the home football game that is the subject of the request.

ATTACHMENT #2

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer 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.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$30.00 (thirty dollars) for each consumer GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward 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. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging 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.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Reward 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. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card Reward GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account, excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

F. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will 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 will include outstanding balances for only those consumer 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 days following the end of the calendar year in which it is earned.

G. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will 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 will include outstanding balances for only those consumer 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 days following the end of the calendar year in which it is earned.

H. ROYALTY ADVANCES

1. Within forty-five days after full execution of this Addendum, and upon each annual anniversary of the Effective Date in years 2008 through and including 2013, Bank shall pay to USMAA the sum of eighty five thousand dollars (\$85,000) (each, an "Advance"), as an advance against future Royalties earned in the same Contract Year in which the Advance was due, subject to the provisions set forth below. All Royalties accrued in the applicable Contract Year shall, in lieu of direct payment to USMAA, be applied against that Contract Year's Advance until such time as such Advance is fully recouped. Any Royalties accrued thereafter during the Contract Year shall be paid to USMAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to USMAA hereunder, and (y) USMAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance paid by Bank in the applicable Contract Year and the total amount of accrued Royalties credited by Bank against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur during the applicable Contract Year:

(i) the Agreement is terminated;

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

(iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List;

- (iv) Bank is prohibited or otherwise prevented from conducting at least six (6) telemarketing campaigns to the full updated Mailing List;
 - (v) Bank is prohibited or otherwise prevented from conducting direct promotion events (*e.g.*, tabling and postering) at home football games in accordance with Attachment #1 and at major events of Alumni Association; and
 - (vi) University: (i) sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; or (iii) sells, rents or otherwise makes available or allows others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank.
2. As used in this Schedule B, a "Contract Year" means each consecutive twelve-month period from July 1 through June 30, beginning July 1, 2007 and ending June 30, 2014.

I. ACCOUNT BONUS

1. For each Contract Year (up to and including Contract Year ending June 30, 2014), in which the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) as of the end of such Contract Year for certain consumer Credit Card Accounts is equal to or greater than one hundred ten percent (110%), but less than one hundred fifteen percent (115%), of the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) as of the end of the prior Contract Year for certain consumer Credit Card Accounts, Bank will pay USMAA an amount equal to fifteen thousand dollars (\$15,000) (each an "Account Bonus"). Alternatively, for each Contract Year in which the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) as of the end of such Contract Year for certain consumer Credit Card Accounts is equal to or greater than one hundred fifteen percent (115%) of the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) as of the end of the prior Contract Year for certain consumer Credit Card Accounts, Bank will pay USMAA an Account Bonus equal to twenty thousand dollars (\$20,000). This payment will be calculated as of the end of each Contract Year and will include outstanding loan balances only for those consumer Credit Card Accounts which are open with active charging privileges as of the last day of such Contract Year. Each Account Bonus shall be in addition to any other Royalties or other compensation payable by Bank to USMAA pursuant to this Schedule B. Bank shall pay each Account Bonus within forty-five (45) days after the end of the Contract Year in which the Account Bonus was earned.