

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and UNIVERSITY OF ST. THOMAS, having its principal place of business in Houston, Texas (hereinafter referred to as "UST") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means May 28, 1998, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, residential phone services and deposit services.
- (d) "Customer" means any Member who is a participant in the Program.

- (e) "Mailing Lists" means updated and current lists, magnetic tapes, and/or labels (in a format designated by MBNA America), containing names, postal addresses and ~~telephone numbers~~ of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of University of St. Thomas plus other participants mutually agreed to by University of St. Thomas and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, tradaddress, tradename, or trademark presently used or acquired by University of St. Thomas during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate University of St. Thomas with Royalties generated thereby, and University of St. Thomas agrees to exclusively endorse the Program and provide MBNA America and TNGS with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members.

3. RIGHTS AND RESPONSIBILITIES OF University of St. Thomas

- (a) University of St. Thomas agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. University of St. Thomas will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. University of St. Thomas further agrees that during the term of this Agreement, no University of St. Thomas publication shall carry advertisements for any other Financial Services.
- (b) University of St. Thomas authorizes MBNA America and TNGS to solicit its Members by mail, advertisements ~~and/or telephone~~ for participation in the Program.
- (c) University of St. Thomas shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either University of St. Thomas's Trademark or the endorsement of University of St. Thomas which approval shall not be unreasonably withheld or delayed.
- (d) University of St. Thomas shall provide MBNA America and TNGS with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by University of St. Thomas.

- (e) University of St. Thomas shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America and/or TNGS to University of St. Thomas.

- (f) University of St. Thomas warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. University of St. Thomas hereby grants MBNA America a limited, non-exclusive license to use its 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 of any successor corporation or organization as well as any Trademarks used or acquired by University of St. Thomas during the term of this Agreement. Nothing stated in this Agreement prohibits University of St. Thomas 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 Services.

- (g) University of St. Thomas shall provide MBNA America with a subscription without charge to any and all University of St. Thomas publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

- (b) MBNA America and/or TNGS shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America and/or TNGS 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 an individual Customer's or Member's accounts independent of University of St. Thomas and TNGS.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of University of St. Thomas. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by University of St. Thomas.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to University of St. Thomas all Royalties set forth in Schedules A and B, attached and incorporated herein. University of St. Thomas shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

University of St. Thomas and MBNA America and TNGS each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual cost incurred in connection therewith, which result from the breach of this Agreement by University of St. Thomas or MBNA America, or TNGS respectively as the case may be, or its directors , officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform University of St. Thomas prior to such an adjustment. In the event the change increases the fees or finance

charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America, TNGS and University of St. Thomas expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America, TNGS and University of St. Thomas shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

9. TERM OF AGREEMENT

- (a) The initial term of this Agreement will be for a five (5) year period beginning May 28, 1993 until May 28, 1998. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least ninety (90) (but not more than one hundred and eighty (180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

- (b) Schedules A and B are accurate as of May 28, 1993, and MBNA America shall not adjust the rate provisions of this Schedule A for ninety (90) days from such date.

- (c) MBNA America and TNGS shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by University of St. Thomas to the Members. Upon termination or expiration of this Agreement, University of St. Thomas shall not take action with MBNA America, TNGS or any other person to cause the removal of University of St. Thomas's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

- (a) In the event of any material breach or default of this Agreement by MBNA America, TNGS or University of St. Thomas, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

- (b) If either MBNA America or University of St. Thomas becomes insolvent in that its liabilities exceed its assets, is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any licenses granted or Mailing Lists provided under this Agreement shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

- (c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officers of all parties hereto.

- (b) The obligations in Sections 6, 8 and 9(c) shall survive any termination or expiration of this Agreement.

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

- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) if to University of St. Thomas:
UNIVERSITY OF ST. THOMAS
3800 Montrose Blvd.
Houston, Texas 77006
ATTENTION: Ms. Rita Mort
Director of Alumni Relations

(ii) if to MBNA America:
MBNA AMERICA BANK, N.A.
400 Christiana Road
Newark, Delaware 19713
ATTENTION: Mr. William P. Morrison
Executive Vice President

(iii) if to TNGS:

TRANS NATIONAL FINANCIAL SERVICES

855 Boylston Street

Boston, Massachusetts 02116

ATTENTION: Mr. J. Richard Crowley

Senior Vice President

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

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.
- (h) It is agreed and understood that MBNA America, TNGS and University of St. Thomas are not agents, representatives or employees of each other.
- (i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than University of St. Thomas, and MBNA America and TNGS, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) TRANS NATIONAL GROUP SERVICES is the designation of its trustees for the time being under a Declaration of Trust dated November 30, 1988. As between University of St. Thomas and TNGS, University of St. Thomas must look solely to TNGS's assets for the enforcement of any claims against

TNGS, as neither the trustees, officers nor beneficiaries of TNGS assume any personal liability for obligations entered into on behalf of TNGS.

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

UNIVERSITY OF ST. THOMAS

Dated this 25th day
of May, 1993

By: Marilyn J. Helmer

President,
Title: UST Alumni Board

MBNA AMERICA BANK, N.A.

Dated this 7 day
of June, 1993

By: [Signature]

Title: EXECUTIVE VICE PRESIDENT

TRANS NATIONAL GROUP SERVICES

Dated this 14th day
of June, 1993

By: [Signature]

Title: SENIOR VICE PRESIDENT

SCHEDULE A

I. TERMS AND FEATURES

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

A. Credit Card Accounts

- There is NO Annual Fee for the first year for the Members.
- The Annual Fee, when applied, is:
 - \$40.00 Gold Credit Card Account;
 - \$20.00 Preferred Credit Card Account;
- The current Annual Percentage Rate is for Alumni Members of University of St. Thomas is 17.9%.
- The current Annual Percentage Rate is for Student Members of University of St. Thomas is 18.9%.

B. GoldReserve Accounts

- There is No Annual Fee for the first six (6) months for the Members.
- The Annual Fee for the second six (6) months, when applied is, \$7.50.
- Thereafter, the Annual Fee, when applied, is \$15.00.
- The Current Annual Percentage Rate is 17.9%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay University of St. Thomas a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- \$1.00 for every new Credit Card Account opened by a Member of University of St. Thomas which remains open for at least ninety (90) days.
- \$3.00 each year a Credit Card Account is renewed by a Member of University of St. Thomas, and Annual Fee is paid by Customer.
- \$0.15 per retail transaction made by Alumni and Student Members of University of St. Thomas (net refunds and returns).

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS
(OFFERED TO ALUMNI MEMBERS ONLY)

1. \$0.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Reserve Account Renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

SCHEDULE B

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- (a) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average ("DMF") seven-day yield.
- (b) Customers receive separate "Rate Advantage" above the DMF for balances exceeding \$15,000 and \$49,999; and for balances \$50,000 and over; balances below \$2,500 earn the lesser of the DMF minus .25% or 5.25% per annum; balance between \$2,500 and \$14,999 earn the actual DMF.
- (c) Customers receive bonus rates for a specified period of time mutually agreed to by MBNA America and University of St. Thomas for accounts and/or deposits obtained from specified direct mail solicitations.
- (d) Customers may write up to three (3) checks per statement cycle.
- (e) Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

- (a) The interest rate for the stated term of the CD is guaranteed to stay the same.
- (b) Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- (c) There will be penalties assessed for early withdrawal according to the terms of the CD.
- (d) Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. MMDA AND CD

- (a) All eligible deposits will be insured consistent with FDIC regulations (currently insured to \$100,000 per depositor);
- (b) Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily;
- (c) A minimum deposit of at least \$2,500 is required to establish each account.

- (d) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America (currently no charge for this service if funds are wired within the continental U.S.).

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of University of St. Thomas Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of University of St. Thomas Members obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

MBNA-GROUP-ADMIN.

FROM :



MBNA Marketing Systems, Inc.
16001 North Dallas Parkway
Dallas, Texas 75248-3399

(800) 435-9672

November 10, 1994

Ms. Rita Mort
University of St. Thomas
3800 Montrose Blvd.
Houston, TX 77006

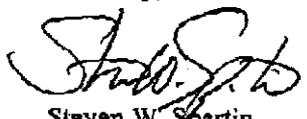
Dear Ms. Mort:

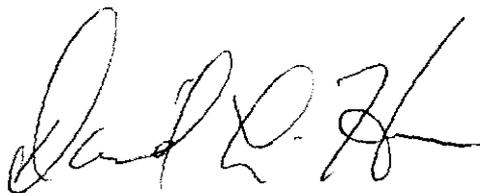
We are pleased to inform you that we plan to enhance the credit card benefit for your members by modifying the Program to eliminate the annual fee. We need to update the royalty provision of the agreement to provide for this important change. As you will see, the dollar amount per account has not been changed. This new calculation will be effective for all your accounts as of January 1, 1995, and is implemented by replacing the current renewal compensation language with the following:

If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which; 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

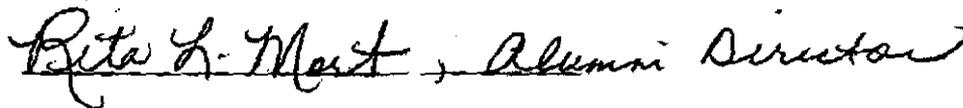
In order to offer this enhancement, we need you to countersign and return this letter, keeping a copy for your records. If you would like to discuss any aspect of our program, I hope you will not hesitate to call.

Sincerely,


Steven W. Spartin
Assistant Vice President



University of St. Thomas


Rita L. Mort, Alumni Director