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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 TEXAS AT EL PASO ALUMNI ASSOCIATION, a Texas not for-profit organization, having its principal place of business in El Paso, Texas (hereinafter referred to as "UTEPAA") and ~~TRANS NATIONAL GROUP SERVICES~~, a Massachusetts ~~business trust~~ ^{LIMITED PARTNERSHIP} with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS") for themselves, their successors and assigns.

TNFS LIMITED PARTNERSHIP
[Handwritten signature]

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means June 30, 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, and 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 UTEPAA plus other participants mutually agreed to by UTEPAA 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, traddress, tradename, or trademark presently used or acquired by UTEPAA during the term of this Agreement to be used solely in conjunction with this Program.

2. AGREEMENT TO PROVIDE FINANCIAL 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 UTEPAA with Royalties generated thereby, and UTEPAA 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 UTEPAA

- (a) UTEPAA 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. UTEPAA 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. UTEPAA further agrees that during the term of this Agreement, no UTEPAA publication shall carry advertisements for any other Financial Services.
- (b) UTEPAA authorizes MBNA America and TNGS to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) UTEPAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either UTEPAA's Trademark or the endorsement of UTEPAA which shall not be unreasonably withheld or delayed.
- (d) UTEPAA 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 UTEPAA.
- (e) UTEPAA 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 UTEPAA.
- (f) UTEPAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UTEPAA 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 UTEPAA during the term of this Agreement. Nothing stated in this Agreement prohibits UTEPAA 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) UTEPAA shall provide MBNA America with a subscription without charge to any and all UTEPAA publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA AND TNGS

- (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 UTEPAA and TNGS.

(e) MBNA America and TNGS 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 UTEPAA. 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 UTEPAA.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to UTEPAA all Royalties set forth in Schedules A and B, attached and incorporated herein. UTEPAA 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

UTEPAA, 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 costs incurred in connection therewith, which result from activities pursuant to this Agreement by UTEPAA, 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 of the other party.

7. RATE 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 UTEPAA 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 is 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 UTEPAA 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 UTEPAA 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 June 30, 1993 until June 30, 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 90 (but not more than 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 June 30, 1993, and MBNA America shall not adjust the rate provisions of these Schedules A and B for 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 UTEPAA to the Members. Upon termination or expiration of this Agreement, UTEPAA shall not take action with MBNA America, TNGS or any other person to cause the removal of UTEPAA'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 UTEPAA, the other parties if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting parties, provided that the defaulting parties have been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or UTEPAA becomes insolvent in that its liabilities exceed assets, or 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 other 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 UTEPAA:

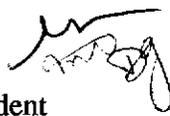
UNIVERSITY OF TEXAS AT EL PASO ALUMNI ASSOCIATION
Development and Alumni Office
El Paso, Texas 79968-0524
ATTENTION: Mrs. Doris Goodman, President, University of Texas at El Paso
Alumni Association.

(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:

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



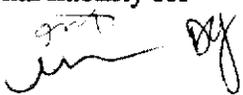
Any party may change the address to which communications are to be sent by giving notice of such change of address.

(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 UTEPAA 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 UTEPAA, 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 Declaration of Trust dated November 30, 1988. As between UTEPAA and TNGS, UTEPAA 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.~~



SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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:

- * 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 for Alumni Members will be a fixed rate of 17.9%, or a variable rate of prime plus 9.9%, which is currently 15.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- * The current Annual Percentage Rate for Student Members of UTEPAA is 18.9%.

B. GOLD RESERVE ACCOUNTS

- * There is NO Annual Fee for the first year 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 the Agreement, or any extension thereof, MBNA America will pay UNIVERSITY OF TEXAS AT EL PASO ALUMNI ASSOCIATION 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 UTEPAA, which remains open for at least ninety (90) days.
- * \$3.00 for each year a Credit Card Account is renewed by a Member of UTEPAA, and an Annual fee is paid by Customer.

- * \$0.15 per retail transaction made by Alumni Members of UTEPAA (net refunds and returns).
- * \$0.15 per retail transaction made by Student Members of UTEPAA (net refunds and returns).
- * Upon implementation of First Direct Mail marketing effort, MBNA America agrees to make a one time payment to UTEPAA of \$10,000 (ten thousand dollars) as an advance on future royalties, as outlined above provided UTEPAA allows for the full implementation of Program marketing (direct mail, telemarketing, direct promotions).

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. \$.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 a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- (c) Customers receive bonus rates for a specified period of time mutually agreed to by MBNA America and UTEPAA 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 check 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.

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 UTEPAA 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 UTEPAA 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.

5/5/93
6/21/93

FROM :

Bradley D. Timberlake
Vice President



MBNA Marketing Systems, Inc.
16001 North Dallas Parkway
Dallas, Texas 75244-3399

(214) 701-4839

November 10, 1994

Ms. Marcia Cohen
University of Texas at El Paso Alumni Association
Development and Alumni Office
El Paso, TX 79968-0524

Dear Ms. Cohen:

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 Texas at El Paso Alumni Association

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ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 1st day of February, 1995, by and between UNIVERSITY OF TEXAS AT EL PASO ALUMNI ASSOCIATION ("UTEPAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UTEPAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UTEPAA; and

WHEREAS, UTEPAA and MBNA America mutually desire to update UTEPAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program") and amend the Agreement to modify the compensation;

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

1. Effective as of December 15, 1994 all of the terms of the compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as set forth in Attachment #1. The timing of the Credit Card Account compensation payments shall be as set forth in Agreement.
2. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
3. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

UNIVERSITY OF TEXAS
AT EL PASO ALUMNI
ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Martini DeGroat

By: David L. Harris

Name: MARTINI DeGROAT

Name: David L. Harris

Title: PRESIDENT

Title: Exec. Vice President

Attachment #1

During the term of the Agreement, MBNA America will pay UTEPAA 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. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (forty one hundredths of one percent) for each retail purchase transaction dollar volume made by Alumni Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

AAPG



MBNA Marketing Systems, Inc.

Central Region

16001 North Dallas Parkway

Dallas, Texas 75248-3399

(800) 435-9672 May 23, 1995

Ms. Marcia Cohen
Coordinator of Alumni Affairs
The University of Texas at El Paso Alumni Association
Development & Alumni Office
El Paso, Texas 79968

Dear Marcia:

As you are aware, we have recently agreed to enhance the credit card benefit for your Student 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. The dollar amount per account has not been changed. This new calculation will be effective for all of your accounts as of April 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 this or any other aspect of your program, please do not hesitate to call.

Sincerely,

Jennifer M. Phillips
Account Executive

The University of Texas at El Paso Alumni Association

ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 13th day of May, 1997, by and between UNIVERSITY OF TEXAS AT EL PASO ALUMNI ASSOCIATION ("UTEPAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UTEPAA and MBNA America are parties to an affinity agreement last dated as of July 30, 1993, as the same has been amended by letters dated November 10, 1994 and May 23, 1995, respectively and an addendum thereto dated as of February 1, 1995 (collectively, the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UTEPAA; and

WHEREAS, UTEPAA and MBNA America mutually desire to amend the Agreement to modify the compensation to UTEPAA and extend the term of the Agreement;

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

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

2. Section 1 of the Agreement is hereby amended to add the following new Section 1(i):

(i) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

3. Section 1(b) of the Agreement is hereby amended to read in its entirety as follows:

(b) "Anniversary Date" means May 31, 2002, and thereafter shall mean the final day of the term of any extension of this Agreement.

4. The first sentence of Section 9(a) is hereby amended to read in its entirety as follows:

(a) The initial term of this Agreement will commence on June 30, 1993 and extend through and including May 31, 2002.

5. Effective as of June 30, 1997, all of the terms of the compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as set forth in Attachment #1. Timing of the Credit Card Account compensation

Attachment #1

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UTEPAA 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. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the Credit Card Account. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. ROYALTY GUARANTEE

UTEPAA shall be guaranteed to accrue Royalties on Credit Card Accounts and/or Credit Card Account activity equal to or greater than Two hundred fifty thousand dollars (\$250,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UTEPAA has not accrued \$250,000 in Royalties, MBNA America will pay UTEPAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UTEPAA during the initial term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the continued satisfaction of each of the following conditions:

- (a) this Agreement shall not be terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (b) UTEPAA shall not breach this Agreement;

payments shall, to the extent not otherwise provided for in this Addendum (including Attachment #1), be as set forth in the Agreement.

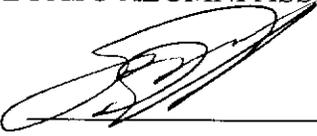
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

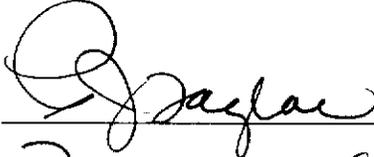
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

UNIVERSITY OF TEXAS
AT EL PASO ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: RALPH ADAME

Name: PENELOPE S. GAYLOR

Title: Vice President - Sales

Title: President SEUP

(c) MBNA America shall not be prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(d) MBNA America shall not be prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

C. ADDITIONAL COMPENSATION

Upon the full execution and delivery by all parties hereto of this Addendum by their respective duly authorized representatives, MBNA America shall remit to UTEPAA a single, one-time sponsorship payment of sixty thousand dollars (\$60,000), which may be expended by UTEPAA for such events and purposes as shall be mutually agreed to from time to time by the parties to this Agreement. Such sponsorship payment shall not be considered in determining the amount of Royalties accrued by UTEPAA for purposes of subsection B., above.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1 day of JUNE , 2002 by and between the University of Texas at El Paso Alumni Association ("UTEPAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UTEPAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement last dated July 30, 1993, as the same may have been amended by an addendum dated February 1, 1995 and an addendum dated May 13, 1997 (collectively, the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UTEPAA; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on May 31, 2007. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Subject to the provisions set forth below, during the term of this Agreement, in each calendar year up through December 31, 2006, for each new alumni Credit Card Account opened in excess of 350 in such calendar year, MBNA America will pay UTEPAA an additional Royalty payment of twenty five dollars (\$25.00), up to a total of \$15,000 each calendar year. This Royalty will not be paid for any student Credit Card Account which, after opening, converts to an alumni Credit Card Account. Notwithstanding the foregoing, the provisions in this Section 2 shall not apply in the event any of the conditions set forth in Clauses (i) through (ii) below should occur:
 - (i) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List of both the students and alumni Members during each consecutive twelve month period during the term of the Agreement; and
 - (ii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List of both the students and alumni Members during each consecutive twelve month period during the term of the Agreement.
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of

counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

UNIVERSITY OF TEXAS AT
EL PASO ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 
Name: PAUL H. GIBBS JR.
Title: PRESIDENT UTEP AA
Date: 6-1-2002

By: 
Name: Michael Durrah
Title: Sr. Executive Vice Pres.
Date: June 27, 2002

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of June, 2007 (the "Effective Date") by and between **University of Texas at El Paso Alumni Association** ("UTEPAA"), and FIA Card Services, NA. (f/k/a MBNA America, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UTEPAA and Bank, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an Affinity Agreement dated as of July 30, 1993, 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 UTEPAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UTEPAA 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 May 31, 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 all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement:

"**CD Deposits**" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"**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 Bank as a student application. An "**Alumni Credit Card Account**" is a Credit Card Account opened through an application coded by Bank as an alumni application.

"**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.

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

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

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members 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. The term "Reward Credit Card Account" hereby replaces the term "Plus Miles Credit Card Account" and each reference to "Plus Miles Credit Card Account" in the Agreement shall be read as if such reference said "Reward Credit Card Account."

"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. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

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

4. The Agreement is hereby amended by adding the following new Section 13:

"13. GROUP INCENTIVE PROGRAM

- (a) Bank will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UTEPAA pursuant to any GIP. In that regard, UTEPAA will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UTEPAA to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by UTEPAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will not be considered eligible for any of the GIP Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, Bank will have the right of prior approval of all advertising and solicitation materials distributed by UTEPAA pursuant to any GIP. Bank will have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UTEPAA pursuant to any GIP will be deducted from any or all Royalty payments due UTEPAA under this Agreement.
- (e) UTEPAA will comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP."

5. As of the Effective Date, Schedules A and B of the Agreement, Attachment #1 of the Addendum dated February 1, 1995, Attachment #1 of the Addendum dated January 1, 1997, Attachment #1 of the Addendum dated May 13, 1997, and Section 3 of the Addendum dated June 1, 2002 are hereby deleted in their entireties and replaced with a new Schedule A as set forth on Attachment #1 hereto.

6. In addition to UTEPAA's obligations under the Agreement to exclusively endorse the Program, UTEPAA agrees that during the term of this Agreement it will not market, solicit proposals for programs

offering, or discuss with any organization (other than Bank) the providing of, any Financial Services of any organization other than Bank.

7. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, 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 for the solicitation of credit card account applications. UTEPAA shall have final approval of the use and appearance of such marks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. In no event shall Bank be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of UTEPAA for such gifts or premiums. UTEPAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to UTEPAA's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount, then Bank may deduct such applicable amount from all Royalties otherwise due under this Agreement to UTEPAA.

8. 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 Services 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.

**UNIVERSITY OF TEXAS AT EL PASO
ALUMNI ASSOCIATION**

FIA CARD SERVICES, N.A.

By: Richard Adauto

By: Jake Froy 7/20/07

Name: Richard Adauto

Name: Jake Froy

Title: Executive Vice President

Title: SVP

ATTACHMENT #1

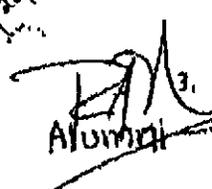
SCHEDULE A

ROYALTY ARRANGEMENT

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

A. 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 a consumer 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. \$50.00 (fifty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety 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.

7/25/07

 Alumni

1. 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.

C. 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.

D. DEPOSIT ACCOUNTS

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. 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 (90) 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 business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges

for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve 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 consumer 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, bets, lottery tickets, or casino gaming chips)).
4. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. ROYALTY ADVANCE

1. Within 45 days of full execution of this Agreement, Bank shall pay to UTEPAA the sum of five hundred thousand dollars (\$500,000) (the "Advance"), and within 45 days after anniversary of the Effective Date in both 2008 and 2009 Bank shall pay to UTEPAA twenty five thousand dollars (\$25,000) (each, an Advance), as advances against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UTEPAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UTEPAA as set forth in this Agreement. Notwithstanding the foregoing, UTEPAA hereby promises to pay Bank upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by Bank 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 is terminated prior to May 31, 2014;
- (ii) UTEPAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events and athletic events during each consecutive twelve month period during the term of the Agreement.
- (vi) UTEPAA, The University of Texas – El Paso, or any of their subsidiaries or affiliates, including but not limited to athletics, endorses, sponsors or promotes any Financial Service Product with any entity other than Bank.

Handwritten: 7/26/07
Handwritten signature: [Signature]

G. ROYALTY GUARANTEE

UTBPAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than five hundred fifty thousand dollars (\$550,000) (the "Guarantee Amount") by May 31, 2014, subject to the provisions set forth below. If by May 31, 2014, UTBPAA has not accrued ~~\$550,000~~ *\$500,000* in Royalties, Bank will pay UTBPAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UTBPAA during the initial term of this Agreement and the amount of any unrecovered Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.