

## AGREEMENT

This Agreement is entered into as of this 27<sup>th</sup> day of NOV, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and LSU ALUMNI ASSOCIATION, an alumni association having its principal place of business at 3838 W. Lakeshore Drive, Baton Rouge, Louisiana ("AA") 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 (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer. A "Plus Miles Credit Card Account" is a Credit Card Account carrying the Plus Miles enhancement.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by AA or the Customer as a student of Louisiana State University.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs which carry a credit feature and travel and entertainment or frequent travel reward card programs. This definition shall not include the telephone program between LDDS and AA, as the same is currently structured and delineated as of the date of this Agreement. The LDDS telephone program will not carry a credit feature.
- (e) "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 of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni of Louisiana State University and/or other potential participants mutually agreed to by AA and MBNA America.
- (g) "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.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by AA during the term of this Agreement.

## **2. RIGHTS AND RESPONSIBILITIES OF AA**

- (a) AA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not 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 it will not 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, AA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by AA of said financial institution or the advertised Financial Service Product.
- (b) AA agrees to provide MBNA America with such information, such as Mailing Lists and Trademarks, and assistance, such as approval of solicitation materials and timing of marketing, as may be reasonably requested by MBNA America in connection with the Program.
- (c) AA acknowledges and allows MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) AA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain AA's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, AA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by AA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due AA. Each Mailing List shall contain at least one hundred fifty-nine thousand (159,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) AA 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 AA. Notwithstanding the above, AA 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 AA. Any correspondence received by AA 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 three working days of receipt. All charges incurred for this service will be paid by MBNA America.
- (g) AA 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. Nothing stated in this Agreement prohibits AA 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.

### **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 AA.
- (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 AA.
- (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. 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 AA. 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 AA. Upon written request, MBNA America will provide AA the updated mailing list in the same format provided to MBNA which contains any updated addresses, and telephone numbers obtained in the tape processing process.

### **4. REPRESENTATION AND WARRANTIES**

- (a) AA 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) AA 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. AA represents and warrants to MBNA America that it has a written Agreement with Tiger Athletic Foundation, that it will not endorse, sponsor, or offer any credit card program during the term of this Agreement. AA 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 costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. 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 AA. Royalties will not be paid without a completed Schedule C. 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. Plus Miles Credit Card Accounts shall generate solely the Royalties specified in Schedule B, Section B hereof.

(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 AA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume, cash advance and cash equivalent dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

(c) Upon the written request of AA, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide AA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due AA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at AA's expense, if AA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

## **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. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

## **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 AA 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.

## **8. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2004. 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. After the first five (5) years of the initial seven (7) year term of this Agreement, AA will have the right to open negotiations to extend this Agreement beyond the initial seven (7) year term.

## **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 conflicts 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 AA, 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 AA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or 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 AA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, AA shall not attempt to cause the removal of AA'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.

## **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), and 10 (d) 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 LSU Alumni Association:

LSU ALUMNI ASSOCIATION  
3838 W. Lakeshore Drive  
Baton Rouge, Louisiana 70808  
ATTENTION: Dr. Charlie Roberts, President and CEO

- (2) If to MBNA America:

MBNA AMERICA BANK N. A.  
1100 North King Street  
Wilmington, Delaware 19884  
ATTENTION: Mr. Howard C. Wallace, Senior Executive Vice President

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.

(h) MBNA America and AA are not agents, representatives, or employees, and are not in legal partnership or legal joint venture, with or 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.

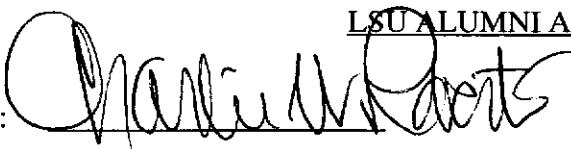
(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than AA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(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.

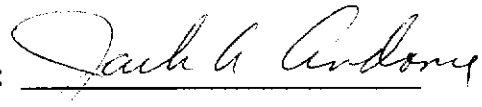
IN WITNESS WHEREOF, each of the parties by its representatives, has executed this Agreement as of the Effective Date.

LSU ALUMNI ASSOCIATION

By: 

Title: President and CEO


Date: 11/22/96

By: 

Title: Chairman, Board of Directors

Date: 11/22/96

MBNA AMERICA BANK N.A.

By: 

Title: Senior Executive Vice President

Date: 11/27/96



## SCHEDULE A

### I. 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 (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

\* There is no Annual Fee for both the Alumni and Student Members.

\* For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.

\* For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.

\* Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
2. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.

#### C. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, 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.

\* There is NO annual fee for the first six (6) months.

\* The annual fee for the second six (6) months, when applied, is \$10.00.

\* Thereafter the annual fee, when applied, is \$20.00.

\* The current annual percentage rate is 17.9%.

#### D. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>sm</sup> (as such service mark may be changed by MBNA America, 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.

\* There is NO Annual Fee.

\* The current annual percentage rate is 14.99%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AA 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 (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)**

\* \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

\* \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer 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.

\* \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account 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.

\* .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).

\* .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).

\* .50% of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

## **B. PLUS MILES CREDIT CARD ACCOUNTS**

1. \$1.00 (one dollar) for each new Plus Miles Credit Card Account, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
2. \$14.00 (fourteen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

## **C. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

## **D. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

## **E. DEPOSIT ACCOUNTS**

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

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in Response to marketing efforts made pursuant to the Program.

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.

## **F. ROYALTY ADVANCE**

1. Upon the signing of the contract, MBNA America shall pay AA as an advance against future Royalties, the sum of (one million six hundred thirty-two thousand dollars) \$1,632,000 (an "Advance"). All Royalties accrued within the first five (5) years of this seven (7) year Agreement shall, in lieu of direct payment to AA, be applied against the Advance until such time as the Advance "(one million six hundred thirty-two thousand dollars) \$1,632,000" is fully recouped. Any Royalties accrued thereafter shall be paid to AA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advance(s) to AA hereunder, and (y) AA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) AA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by AA from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented by AA from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited by AA from conducting on-campus promotion campaigns at locations controlled by AA (e.g., tabling and postering) at major events sponsored by AA during each consecutive twelve month period during the term of the Agreement
- (vi) AA shall use its best efforts to assist MBNA America in opening a minimum of ten thousand (10,000) new Credit Card Accounts each year during the first 3 years of the term of the Agreement.

### G. ROYALTY GUARANTEE

AA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million six hundred thirty two thousand dollars (\$1,632,000) (the "Guarantee Amount") by the end of the first five (5) years of this seven (7) year Agreement, subject to the provisions set forth below. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of the conditions set forth in subsection F.1 above.

08/16/96: kbd  
11/4/96: kbd  
11/5/96: kbd  
11/8/96: kbd  
11/20/96: kbd

August 7, 1997

Dear Dr. Roberts:

In order to enhance the customer service provided to **LSU Alumni Association** ("Business") by MBNA America Bank, N.A. ("MBNA"), this Letter amends the Business Credit Card Agreement [or Business Credit Agreement] ("Agreement") between MBNA and Business. This Letter shall be transferred upon assignment of the Agreement and the terms contained herein shall run commensurate with the Agreement.

### COMPENSATION PROVISIONS

MBNA shall pay Business compensation as set forth below for Card accounts established under the Agreement;

Twenty basis points (.20%) of the transaction dollar volume generated by Cardholders using a Card account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

Payments of compensation then due shall be made approximately forty-five (45) days after the end of each calendar quarter. All compensation payments due hereunder are subject to adjustment by MBNA for any prior overpayment of compensation by MBNA, for any charged-off Card accounts [and for any adjustment in the interchange income paid by VISA or MasterCard]. In the event of a breach of the Agreement by Business or a termination of charging privileges for the Card accounts by MBNA, MBNA shall be no longer obligated to pay compensation to Business.

### PRICING INFORMATION

Current Rates and Fees:

\*\*The Annual Percentage Rate is 17.9%.

\*\*There is no annual fee

(Additional fees may be assessed from time to time in accordance with the standard MBNA business credit program.)

### CONFIDENTIALITY

The terms of this Letter, 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 the 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 Letter or as mutually agreed in writing. MBNA and Business 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. This provision shall survive any termination of the Agreement.

**SIGNATURE**

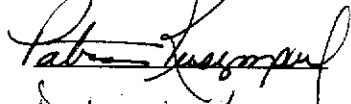
The parties intend that this Letter constitute part of the Agreement, and as such may be amended from time to time as permitted in the Agreement.

Please cause this Letter to be signed by your duly authorized representative(s) this \_\_\_\_\_ day of August, 1997:

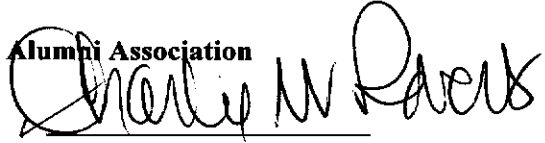
MBNA America Bank, N.A.

LSU Alumni Association

By:



By:



Name:

Patricia Kuzmaul

Name:

Charlie W. Roberts

Title:

V.P.

Title:

President

Date:

9/18/97

Date:

9/8/97

## TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is made and entered into as of the 28th day of February, 1997, by and between the LSU Alumni Association, a non-profit corporation (hereinafter referred to as "Association"), Regions Bank, formerly known as First Alabama Bank, an Alabama corporation (hereinafter referred to as "Bank"), and the new credit card issuer for the Association, MBNA America Bank (hereinafter referred to as "MBNA").

WHEREAS, the Association and the Bank heretofore entered into an Agreement on or about January 19, 1994, and an Amendment to Agreement on or about July 9, 1995, with regard to a credit card program (collectively, the "Agreement"); and,

WHEREAS, the Agreement provides for a term of eight (8) years, to and including January 18, 2002; and,

WHEREAS, the Association desires to terminate the Agreement immediately; and,

WHEREAS, MBNA desires to induce the Bank to agree to an immediate termination of the Agreement; and,

WHEREAS, the Bank is willing to allow the Association to terminate the Agreement immediately upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the payments and the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, to-wit:

1. The Bank will retain ownership of all outstanding Regions/LSU accounts acquired pursuant to the Agreement (the "Accounts"), and will be released from all obligations to the Association which arise from the Agreement, including, but not limited to, the obligation to pay royalties on the Accounts, as released in Paragraph 2 hereof. The Association and its new credit card issuer, MBNA, will not require Regions to remove the name, logo or identifying pictures of LSU and/or the Association from any outstanding credit cards until such time as the cards expire and are replaced by the Bank, at which time any and all replacement cards shall be generic Regions Bank credit cards, and neither these generic cards nor any correspondence by the Bank with the holders of these cards will suggest any endorsement by or affiliation with LSU and/or the Association. However, the Bank shall be allowed a reasonable period of time, not to exceed six (6) months, within which to change the Bank's billing statement for the Accounts by removing therefrom all references to LSU and/or the Association.

2. The Bank's obligation as provided in the Agreement to make royalty payments to the Association in relation to the Accounts shall be immediately terminated.



3. The Bank hereby releases LSU and/or the Association from the existing Agreement, and the Bank will no longer suggest any endorsement by or affiliation with LSU and/or the Association in undertaking any future credit card solicitations.

4. The Bank will immediately cease all marketing, solicitations and issuance of new LSU/Association credit cards.

5. The Association agrees to fully release the Bank from any and all responsibilities under the Agreement, and to hold the Bank harmless and indemnify the Bank from and against any and all direct or contingent liabilities, claims, damages, losses and expenses arising from the Association's activities in participating in the program under the Agreement, to the extent that any such liabilities, claims, damages, losses or expenses are a result of the Association's negligence or willful acts which may have occurred during the period of time the Agreement was in effect, up to and including February 28, 1997.

6. In consideration of the Bank releasing the Association from the Agreement prior to its scheduled expiration, the Association shall pay to the Bank, upon the execution of this Termination Agreement, a one-time, lump-sum payment in the amount of Four Hundred Eight-Seven Thousand Five Hundred and No/100 Dollars (\$487,500.00) for liquidated damages, costs and expenses, and reimbursement of unearned royalties. By its execution of this Termination Agreement, the Bank acknowledges receipt of said payment in full from the Association.

7. In consideration of the Bank releasing the Association from the Agreement prior to its scheduled expiration, the Association's new credit card issuer, MBNA, shall pay to the Bank, upon the execution of this Termination Agreement, a one-time, lump-sum payment in the amount of Sixty-Two Thousand Five Hundred and No/100 Dollars (\$62,500.00). By its execution of this Termination Agreement, the Bank acknowledges receipt of said payment in full from MBNA. Association and the Bank agree to hold MBNA harmless and indemnify MBNA, its directors, officers, agents, employees, affiliates, insurers, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, the Agreement or this Termination Agreement. This Section shall survive the termination of the Termination Agreement.

8. This Termination Agreement shall be governed by the laws of the State of Alabama.

9. This Termination Agreement may be executed in multiple counterparts, each of which shall constitute an original.

IT WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed as of the 28th day of February, 1997. The persons whose signatures appear below attest that they have full authority to execute this Termination Agreement as the act and deed of the party for which said person is executing this Agreement.

3/3/97  
DATE

LSU ALUMNI ASSOCIATION  
BY: [Signature]  
ITS: Wesdon

3/3/97  
DATE

ATTEST:  
BY: [Signature]  
ITS: VICE PRESIDENT

FEBRUARY 28, 1997  
DATE

REGIONS BANK, formerly known  
as FIRST ALABAMA BANK  
BY: [Signature]  
ITS: SENIOR VICE PRESIDENT

February 28, 1997  
DATE

ATTEST:  
BY: [Signature]  
ITS: Vice President

March 6, 1997  
DATE

MBNA AMERICA BANK  
BY: [Signature]  
ITS: DIVISION President

March 6, 1997  
DATE

ATTEST:  
BY: [Signature]  
ITS: Vice President

## INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 2<sup>ND</sup> day of FEBRUARY, 1998 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America"), and LSU ALUMNI ASSOCIATION, ("LSUAA"), for themselves, and their respective successors and assigns, agree as follows:

1. LSUAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Affinity Agreement, are parties to an affinity agreement, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of LSUAA.
2. MBNA America may offer certain property/casualty insurance products, including but not limited to, auto, insurance products (the "Insurance Products") to the members of LSUAA and/or other potential participants mutually agreed to by LSUAA and MBNA America (the "Members"). MBNA America shall select those programs and services of the Insurance Products MBNA America agrees to make available pursuant to this Addendum from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features.
3. LSUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. LSUAA shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.
4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, LSUAA shall provide MBNA America with an updated and current mailing list that contains the names, postal addresses and phone numbers of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristics (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least one hundred thirty four thousand (134,000) names with corresponding postal addresses and, when available, telephone numbers. MBNA America shall use the Mailing Lists provided pursuant to this Addendum consistent with this Addendum and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of LSUAA. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Addendum and/or the Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by LSUAA.
5. LSUAA hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by LSUAA during the term of this Addendum (each, a "Trademark"). This license shall be transferred upon assignment of this Addendum and/or the Affinity Agreement. This license shall remain in effect for the duration of this Addendum 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. LSUAA shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain LSUAA's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Addendum prohibits LSUAA 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 Insurance Products.

6. LSUAA agrees that during the term of this Addendum: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) 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 Insurance Products.

7. LSUAA shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by LSUAA that is intended for MBNA America (e.g., applications, payments, 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.

8. During the term of this Addendum, MBNA America shall pay quarterly compensation to LSUAA as follows:

(a) \$3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Member who is responding to a contact made under the Insurance Program.

(b) \$5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an Automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.

9. MBNA America's payments to LSUAA (i) are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Affinity Agreement, and the compensation referenced in the Affinity Agreement shall not apply to Insurance Products. All payments due under this Addendum are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

10. The terms of this Addendum, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Addendum ("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 Addendum or as mutually agreed in writing. MBNA America and LSUAA 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.

11. In the event of any material breach of this Addendum by MBNA America or LSUAA, the other party may terminate this Addendum (but not the Affinity 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 Addendum. 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 Addendum shall terminate sixty (60) days after the Cure Period. 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.

12. Upon termination of this Addendum, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) LSUAA shall not attempt to cause the removal of LSUAA's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Addendum; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Addendum; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 10, 12 and 14 of this Addendum shall survive. 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 Addendum to be communicated by LSUAA to the Members. Such approval shall not be unreasonably withheld.

13. LSUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Addendum:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Addendum and to perform its obligations under this Addendum.
- (c) This Addendum 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.
- (d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Addendum, except such as have been obtained and are in full force and effect.
- (e) The execution, delivery and performance of this Addendum by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

14. LSUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Addendum that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Addendum. LSUAA 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, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. 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.

15. This Addendum cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Addendum shall not be deemed a waiver of such right or any other rights. If any part of this Addendum 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 Addendum which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. 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.

16. This Addendum 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. This Addendum contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. MBNA America may utilize the services of any third party in fulfilling its obligations under this Addendum.

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

18. All notices relating to this Addendum 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 LSUAA:

LSU ALUMNI ASSOCIATION  
3838 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

ATTENTION: Ms. Mary Clare Roth,  
Assistant to the President

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
1100 N. King Street  
Wilmington, Delaware 19884

ATTENTION: Insurance Division Manager

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

19. Notwithstanding any other provision of the Affinity Agreement, the initial term of this Addendum will begin on the Effective Date and end on March 31, 2003. This Addendum 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. The expiration or termination of the Affinity Agreement shall not terminate this Addendum. If the Affinity Agreement expires or terminates, MBNA America may terminate this Addendum upon notice to LSUAA. If either MBNA America or LSUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or 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 Addendum.

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

LSU ALUMNI ASSOCIATION

By:

Name:

Title:

Date:

*Charlie W Roberts*  
Charlie W Roberts  
President / CEO  
2/4/98

MBNA AMERICA BANK, N.A.

By:

Name:

Title:

Date:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER LIST ADDENDUM  
TO THE LSU ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 28 day of April, 2001 by and between LSU Alumni Association ("AA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AA 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 AA; and

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

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

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

- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

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

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

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

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



confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

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

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide AA with a Customer List) shall survive the termination of the Agreement.

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.

LSU ALUMNI ASSOCIATION		MBNA AMERICA BANK, N.A.	
By: <u>Charlie W Roberts</u>		By: <u>Michael Durso</u>	
Name: <u>Charlie W Roberts</u>		Name: <u>Michael Durso</u>	
Title: <u>President / CEO</u>		Title: <u>SEVP</u>	
Date: <u>4/28/2001</u>		Date: <u>May 18, 2001</u>	

<i>For Internal Use Only</i>
RP
RMO
RY

## GROUP INCENTIVE PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 2<sup>nd</sup> day of July, 2002 by and between LSU ALUMNI ASSOCIATION ("AA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AA 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 AA; and

WHEREAS, AA and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of AA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement:

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby AA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
3. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which AA complies with the GIP provisions of this Addendum.
4. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by AA pursuant to any GIP. In that regard, AA 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 AA to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.
5. All marketing materials generated as a result of such GIP programs shall be coded by AA for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.
6. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by AA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.
7. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of AA pursuant to any GIP shall be deducted from any or all compensation payments due AA under this Addendum or the Agreement.
8. AA 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.

9. During the term of the Agreement, MBNA America will pay AA a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

\$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.

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

11. 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.

LSU ALUMNI ASSOCIATION		MBNA AMERICA BANK, N.A.	
By: <u>Charlie W Roberts</u>		By: <u>Michael Durrah</u>	
Name: <u>Charlie W Roberts</u>		Name: <u>Michael Durrah</u>	
Title: <u>President/CEO</u>		Title: <u>SEVP</u>	
Date: <u>6/5/02</u>		Date: <u>July 22, 2002</u>	

**SELECT REWARDS ADDENDUM  
TO THE LSU ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1<sup>st</sup> day of February, 2002, by and between LSU ALUMNI ASSOCIATION ("LSUAA") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LSUAA 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 LSUAA; and

WHEREAS, LSUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of LSUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. 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 MBNA 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 LSUAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. LSUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of LSUAA'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, LSUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
  
7. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws and principles) and shall be deemed for all purposes to be made and fully performed in Delaware.
  
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.

LSU ALUMNI ASSOCIATION

By: *Charlie W Roberts*  
 Name: Charlie W Roberts  
 Title: President/CEO  
 Date: 2/1/2002

MBNA AMERICA BANK, N.A.

By: *Michael Durroh*  
 Name: Michael Durroh  
 Title: SEVP  
 Date: May 8 2002

## 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 for members.
- 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 insurance as a benefit under the Program.

### II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer 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.
- B. \$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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.
- D. \$30.00 (thirty 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.

## ADDENDUM TO THE LSU ALUMNI ASSOCIATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 9<sup>th</sup> day of October, 2002 by and between LSU Alumni Association ("AA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AA and MBNA America are parties to an affinity agreement dated November 27, 1996, as the same may have been amended (the "Agreement"); and

WHEREAS, AA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein:

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AA 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 June 30, 2011. 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. ADDITIONAL ROYALTY ADVANCES.
  - (a) Upon the full execution of this Addendum, MBNA America shall pay to AA the sum of Three Million Dollars (\$3,000,000) (the "2002 Advance") as an advance against future Royalties accrued after June 30, 2004, subject to the provisions set forth below. Within forty-five (45) days of each of July 1, 2005, July 1, 2006, July 1, 2007, and July 1, 2008, MBNA America shall pay to AA the sum of Five Hundred Thousand Dollars (\$500,000) (each an "Advance" and together with the 2002 Advance, each, an "Additional Advance"), as an advance against future Royalties accrued after June 30, 2004, subject to the provisions set forth below. All Royalties accrued after June 30, 2004, shall, in lieu of direct payment to AA, be applied against each of the Additional Advances until such time as all Additional Advances are fully recouped. Any Royalties accrued thereafter shall be paid to AA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Additional Advances to AA hereunder, and (y) AA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Additional Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Additional Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:
    - (i) the Agreement is terminated prior to the end of June 30, 2011;
    - (ii) AA breaches any of its obligations under this Agreement;



- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement.

(b) If during any given year(s) during the term of this Agreement MBNA America recoups all prior Additional Advances paid by it to AA in prior years, and pays AA Royalties accrued by AA over and above the Royalties used by MBNA America to recoup such prior Additional Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Additional Advance(s) due by the amount of any such Paid Out Royalties.

#### 4. ADDITIONAL ROYALTY GUARANTEE.

AA shall be guaranteed to accrue Royalties (including without limitation the amount of the Additional Advances) equal to or greater than Five Million Dollars (\$5,000,000) (the "Additional Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement AA has not accrued \$5,000,000 in Royalties from July 1, 2004 up through the full term of the Agreement, MBNA America will pay AA an amount equal to the Additional Guarantee Amount minus the sum of all compensation accrued by AA from July 1, 2004 up through the term of this Agreement and all unrecovered Additional Advances. Notwithstanding the foregoing, this Additional Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 3 above.

5. In addition to AA's obligations under the Agreement to exclusively endorse the Program, AA agrees that from the Effective Date up through and including December 31, 2010 it will not solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

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

LSU ALUMNI ASSOCIATION

By: Charlie W Roberts  
Name: Charlie W Roberts  
Title: President/CEO  
Date: 9/27/02

MBNA AMERICA BANK, N.A.

By: Michael Derro  
Name: Michael Derro  
Title: SEVP  
Date: October 9, 2002

**AMENDED AND RESTATED  
AFFINITY AGREEMENT  
LSU Alumni Association**

This Agreement is entered into as of this 1<sup>st</sup> day of July, 2011 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and LSU Alumni Association, a non-profit corporation having its principal place of business in Baton Rouge, Louisiana ("LSUAA"), for themselves and their respective successors and assigns.

WHEREAS, LSUAA and Bank are parties to that certain affinity agreement dated November 27, 1996, as the same has been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of LSUAA; and

WHEREAS, LSUAA and Bank mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

**"Affiliate"** means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

**"Agreement"** means this affinity agreement and Schedules A and B.

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

**"Credit Card Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

**"Credit Card Program"** means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application.

**"Customer"** means any Member who is a participant in the Program.

**“Deposits”** means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

**“Deposit Account”** means a consumer deposit account opened pursuant to the Program.

**“Deposit Program”** means those Deposits and related programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

**“Financial Service Product”** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product, and any other financial service programs or products.

**“GIP Account”** means a Credit Card Account opened pursuant to a GIP in which LSUAA complies with the GIP provisions of this Agreement.

**“Group Incentive Program”** or **“GIP”** means any credit card marketing or program whereby LSUAA conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

**“Information”** has the meaning ascribed to such word in Section 7.

**“LSUAA Affiliate”** means any Affiliate of LSUAA.

**“LSUAA Trademarks”** means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by LSUAA or any LSUAA Affiliate prior to or during the term of this Agreement, including University Trademarks.

**“Marketing List”** means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members other than undergraduate students who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

**“Member”** means graduate students, alumni of University, members of LSUAA, and/or other potential participants mutually agreed to by LSUAA and Bank.

**“Program”** means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

**“Program Trademarks”** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or

services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an LSUAA Trademark, with or without other elements.

**“Reward Account”** means a Credit Card Account carrying a Reward Enhancement.

**“Reward Enhancement”** means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

**“Reward GIP Account”** means a Reward Account opened pursuant to a GIP in which LSUAA complies with the GIP provisions of the Agreement.

**“Royalties”** means the compensation set forth in Schedule A.

**“University”** means Louisiana State University and any office or department of, or affiliated or associated with, the Louisiana State University (with the exception of LSU Athletics).

**“University Trademarks”** means 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 (with the exception of those University Trademarks used by LSU Athletics).

## 2. RIGHTS AND RESPONSIBILITIES OF LSUAA

- (a) LSUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither LSUAA, any LSUAA Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the LSUAA Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Bank. In addition, if LSUAA or any LSUAA Affiliate sells any product or service, in connection with such sales, LSUAA shall not, and shall cause LSUAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, LSUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by LSUAA of said financial institution or advertising for a Financial Service Product.
- (b) LSUAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) LSUAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) LSUAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an LSUAA Trademark; such approval will not be unreasonably

withheld or delayed. In the event that Bank incurs a cost because of a change in the LSUAA Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due LSUAA. In the event such costs exceed Royalties then due LSUAA, if requested by Bank, LSUAA will promptly reimburse Bank for all such costs. Notwithstanding the foregoing, LSUAA shall not be responsible for Bank's costs resulting from a change in any Trademark if LSUAA: (i) permits Bank to exhaust its existing inventories of applications, marketing material, credit cards, debit cards and other Program material bearing the old Trademark; and (ii) does not request or require Bank to issue replacement credit cards or debit cards that bear the new or amended Trademark.

- (e) At least once annually and within thirty (30) days following the request of Bank, LSUAA will provide Bank with the Marketing List free of any charge; provided, however, that LSUAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that LSUAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by LSUAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due LSUAA. LSUAA will provide the first Marketing List, containing the required information for at least one hundred thirty four thousand (134,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after LSUAA's execution of this Agreement. Notwithstanding anything in the Agreement to the contrary, as of the Effective Date, Marketing Lists provided pursuant to this Agreement will not contain the names and corresponding information of undergraduate students.
- (f) LSUAA will, and will cause any LSUAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to LSUAA. Notwithstanding the above, LSUAA 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 Bank to LSUAA. Any correspondence received by LSUAA that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by LSUAA will be paid by Bank.
- (g) LSUAA hereby grants Bank and its Affiliates a limited, exclusive license to use the LSUAA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the LSUAA Trademarks, notwithstanding the transfer of such LSUAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. LSUAA will provide Bank all LSUAA Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after LSUAA's execution of this Agreement. Nothing stated in this Agreement prohibits LSUAA from granting to other persons a license to use the LSUAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an LSUAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). LSUAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. LSUAA shall not register or attempt to register

any Program Trademark. Bank shall not register or attempt to register any LSUAA Trademark. Bank may use Program Trademarks that contain LSUAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any LSUAA Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of LSUAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any LSUAA Marketing Effort.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of LSUAA.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of LSUAA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by LSUAA.
- (f) Subject to applicable law and regulation, Bank has the right to place LSUAA Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. LSUAA will have approval of the use and appearance of the LSUAA Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of LSUAA or an LSUAA Affiliate for such gifts or premiums. LSUAA waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties and/or Advance payments.
- (g) Notwithstanding anything contained in the Agreement to the contrary, LSUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using LSUAA's Marketing

Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless LSUAA consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) LSUAA and Bank each represents and warrants to the other party 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 negotiation, 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) LSUAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the LSUAA Trademarks to wind down the Program that it has the right and power to license LSUAA Trademarks to Bank and, if applicable, to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program.

LSUAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the LSUAA Trademarks license granted herein or from Bank's use of the LSUAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any LSUAA Trademarks or Marketing Lists.



## 5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to LSUAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due (along with the delivery of Bank's Royalty report) will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) LSUAA and Bank mutually agree that as of the Effective Date and for the current term and any renewal term, Bank will not pay Royalties to LSUAA for any Student Credit Card Accounts; however, pursuant to the trademark license granted by LSUAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the LSUAA Trademarks on all Credit Card Accounts, including Student Credit Card Accounts, during the term and any renewal term of the Agreement.
- (c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify LSUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after LSUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to LSUAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 5(b), such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

## 6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

## 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. Bank and LSUAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial

advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

- (a) The term of this Agreement will begin on the Effective Date and end on **June 30, 2016**. This Agreement will automatically extend at the end of the 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) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable. This Section 8 replaces and supersedes all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement, including without limitation LSUAA's notice of intent not to renew the Original Agreement dated March 30, 2011.
- (b) Notwithstanding Section 8(a) above, the right to not renew the Agreement pursuant to this Section 8 of the Agreement may also be used by Bank to terminate the Deposit Program only or Credit Card Program only as of the end of any current term of the Agreement, with the exception that such non-renewal notice, to be valid and effective, must be received by LSUAA on or before one hundred twenty (120) days prior to the end of the then current term. For the avoidance of doubt, in the event the Deposit Program or Credit Card Program terminates earlier than the Agreement as provided for immediately above, such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or LSUAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or LSUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the LSUAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the LSUAA Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by LSUAA or any LSUAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use LSUAA Trademarks in connection with existing Deposit Accounts and Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove LSUAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. LSUAA shall not attempt to cause the removal of LSUAA Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use LSUAA Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify LSUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after LSUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to LSUAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 10(e), such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, LSUAA agrees that neither LSUAA nor any LSUAA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, LSUAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by LSUAA, 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 that persons are not

directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

- (g) In the event the Louisiana State University or any affiliate or department of Louisiana State University (e.g., LSU Athletics or Student Affairs) enters into an agreement with another entity for a financial services program that Bank determines, in its sole discretion, competes with the Program Bank may, in its sole discretion and at any time thereafter, terminate the Agreement upon sixty (60) days prior written notice to LSUAA. The LSU Athletics department has an existing agreement with another entity for a financial services program as of the Effective Date of this Agreement, however, as currently structured such program does not utilize the LSUAA Marketing Lists and LSUAA Trademarks. If the LSUAA Marketing Lists and the LSUAA Trademarks are used in connection with LSU Athletics' program, Bank may, in its sole discretion, and at any time thereafter, terminate the Agreement upon sixty (60) days prior written notice to LSUAA.

## 11. GROUP MARKETING

- (a) LSUAA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by LSUAA, including, but not limited to, any GIP ("**LSUAA Marketing Effort**"). LSUAA will give Bank sixty (60) days prior notice prior to engaging in any LSUAA Marketing Effort.
- (b) All GIP marketing materials will be coded by LSUAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle LSUAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any LSUAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any LSUAA Marketing Effort. In furtherance of the above, LSUAA shall immediately discontinue any or all LSUAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. LSUAA will not deviate from the approved materials and plan for any LSUAA Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any LSUAA Marketing Effort or of supporting any LSUAA Marketing Effort will be promptly reimbursed by LSUAA upon demand.
- (e) LSUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any LSUAA Marketing Effort.
- (f) LSUAA will advertise all the products offered under the Program on LSUAA's home page, account profile pages and such other prominent locations within the internet site(s) of LSUAA as the parties shall mutually agree upon, all at LSUAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a

telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle LSUAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. LSUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, LSUAA will provide Bank with the ability to access any and all pages within the LSUAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.

- (g) LSUAA will market the Program (i) on the University campus (e.g., around LSU Alumni Center, at or near the Cook Hotel and Conference Center and /or near the Alumni Gift Shop / Gift Shop in the Cook Hotel), (ii) in the LSU Alumni magazine, in online newsletters and other communications, and (iii) during other mutually agreed upon promotions.
- (h) During the term of this Agreement, LSUAA agrees to conduct on its own, at its expense and on an ongoing basis the following LSUAA Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging.

## 12. 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 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to LSUAA:

LSU Alumni Association  
3838 W. Lakeshore Drive  
Baton Rouge, Louisiana 70808

ATTENTION: Mr. Charlie W. Roberts  
President and Chief Executive Officer

Fax #: (225) 578-3816

- (2) If to Bank:

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

- (3) Any party may change the address and fax number 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, including, without limitation, the Original Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement.

Bank may not assign or transfer its rights and/or obligations under this Agreement without the written consent of LSUAA, which shall not be unreasonably withheld; provided however, that Bank may assign or transfer, without consent, any of its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with Bank (a "Bank Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as Bank; or

- (ii) to any individual, corporation or other entity (other than a Bank Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or
- (iii) to any Bank Affiliate.

Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

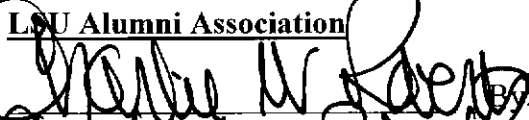
- (h) Bank and LSUAA are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than LSUAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) [Intentionally deleted]
- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (n) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

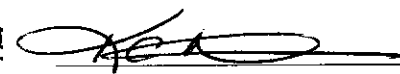
LSU Alumni Association

FIA Card Services, N.A.

By:



By:



Name:

Charles W. Roberts

Name:

Kristina Hanner-Switt

Title:

President/CEO

Title:

SVP, Contract Ops

Date:

8/14/2011

Date:

8/29/11



## SCHEDULE A

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
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 Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing 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 (12) months.
3. 0.50% (fifty basis points) 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$100.00 (one hundred 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 (1) 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.

#### B. REWARD ACCOUNTS

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 Reward Accounts.

1. \$3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1)

purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$3.00 (three dollars) for each 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 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 Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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. \$100.00 (one hundred 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.

#### C. DEPOSIT ACCOUNTS

During the term of this Agreement, LSUAA will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section C, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to LSUAA on any existing deposit account that is converted to the Program.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date.
2. \$2.00 (two dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.

#### D. ROYALTY ADVANCES.

1. Within 45 days of full execution of this Agreement by Bank, and within 45 days of each annual anniversary of the Effective Date in 2012, 2013, 2014, and 2015, Bank shall pay to LSUAA the sum of two hundred thousand dollars (\$200,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to

LSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to LSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to LSUAA hereunder, and (y) LSUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the term as stated in this Agreement as of the Effective Date;
- (ii) LSUAA 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 Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (v) Bank is prohibited or otherwise prevented from conducting at least two (2) e-mail marketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and
- (vi) LSUAA does not continue to provide, throughout the term of the Agreement, advertising for the Program in a prominent location on LSUAA's home page.

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

#### E. ROYALTY GUARANTEE.

LSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million dollars (\$1,000,000) (the "Guarantee Amount") by June 30, 2016, subject to the provisions set forth below. If on June 30, 2016, LSUAA has not accrued \$1,000,000 in Royalties, Bank will pay LSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LSUAA during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection D.1., above.