

# AGREEMENT

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This Agreement dated as of April 30, 1995 is entered between **MBNA AMERICA BANK, N.A.** a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and **WILLIAM MARSH RICE UNIVERSITY**, a Texas nonprofit corporation, having its principal place of business in Houston, Texas (hereinafter referred to as "RU") for themselves, their successors and assigns permitted hereunder.

## 1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A, B, C and D attached hereto and made a part hereof.

(b) "Credit Card Services" means any agreement to extend credit, which may be accessed using a credit card or a charge card. This definition shall not include the regular RU corporate business card account with American Express and any procurement card account(s) between RU and a card issuer for which RU and its agents are the accountholders.

(c) "Customer" means any Member who is issued a credit card by MBNA America under the Program.

(d) "Mailing Lists" means updated and current lists, nine-track magnetic tapes and/or diskettes containing; (i) names and postal addresses of the Alumni Members and Staff Members who have not requested RU not to disclose such information and; (ii) and containing the names, postal addresses, and telephone numbers of the Student Members who have not requested RU not to disclose such information as such information is compiled and maintained by RU.

(e) "Members" means (i) persons who have successfully completed at least two semesters at RU and whose name and postal address are currently known to RU ("Alumni Members"); (ii) current students at RU ("Student Members"); (iii) current staff and faculty at RU ("Staff Members"); (iv) persons responding to MBNA's advertisements of the Program conducted in accordance with the terms hereof; (v) persons solicited for participation in the Program by MBNA America at direct promotion events permitted hereunder and (vi) such other persons as agreed to from time to time by both MBNA America and RU.

(f) "Program" means the credit card program offered by MBNA America to the Members pursuant to this Agreement, the minimum terms and features of which are described in Schedule A attached hereto and made a part hereof.

(g) "Royalties" means the amounts to be paid to RU by MBNA America pursuant to Schedule A attached hereto and made a part hereof.

(h) "Trademarks" means any logo, service mark, trade dress, trade name, or trademark presently used or acquired by RU during the term of this Agreement.

## **2. AGREEMENT TO PROVIDE SERVICES**

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate RU with the Royalties and RU agrees to exclusively endorse the Program and provide MBNA America with the Mailing Lists and a license of the Trademarks specified herein.

## **3. RIGHTS AND RESPONSIBILITIES OF RU**

(a) Upon reasonable request and as soon as reasonably practicable, RU agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not endorse any Credit Card Services of any organization other than MBNA America. RU will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists for promoting any Credit Card Services of an entity other than MBNA America. RU will use reasonable efforts not to accept any advertisements for Credit Card Services that: (i) contain a Trademark; or (ii) express an endorsement by RU of Credit Card Services, other than those offered by MBNA America.

(b) Upon reasonable request and as soon as reasonably practicable, RU shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial Mailing List or an update to that list, the cost shall be deducted from the Royalties to be paid RU. RU shall produce the Mailing List in the form the mailing lists are used by RU. RU makes no representation or warranty of the creditworthiness of the Members listed therein. It is understood that MBNA America will independently and without reliance upon RU and based on such documents and information as it deems appropriate, make its own credit analysis and decision to issue credit cards under the Program to specific Members listed in the Mailing Lists. Other than the Mailing Lists, RU shall have no obligation to provide MBNA America with any credit or other information concerning the affairs, financial condition, or business of any Member which may come into possession of RU or its affiliates.

(c) RU warrants and represents that it has the right and power to grant and hereby grants MBNA America a limited license to use the Trademarks listed on Schedule B attached hereto and made a part hereof for use during the term of this Agreement solely for advertisements and applications soliciting Members listed in the Mailing Lists for participation in the Program, the marking of credit devices to be used by Customers in the Program, billing and other information sent to Customers in connection with the administration of the Program, the design of MBNA America's corporate reports, for display purposes in the corporate offices of MBNA America and/or its affiliates and general administration of the Program. This license is limited to the Trademarks specified herein and shall not include any other Trademark of RU. Nothing contained in this Agreement shall prohibit RU from granting to other persons or entities licenses to the Trademarks except for any Credit Card Services.

(d) Except as provided in Section 11(e), RU shall not provide any information to or otherwise communicate with Staff Members, Student Members, and Alumni Members about the Program without MBNA America's prior written approval, except for current advertising, telephone numbers, and solicitation materials provided by MBNA America to RU. Without violating the above sentence or Section 8 of the Agreement, RU may respond to individual inquiries or complaints about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to RU.

(e) RU shall use reasonable efforts not to permit persons or entities other than MBNA America to conduct events on RU campus directly promoting any Credit Card Services that (i) contain a Trademark; or (ii) express an endorsement by RU of Credit Card Services. RU may in its sole discretion permit MBNA America to conduct events on RU campus directly promoting the Program to the Members.

#### **4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

(a) Notwithstanding anything contained herein to the contrary, the license of Trademarks granted to MBNA America in Section 3(c) hereof is expressly subject to MBNA America's substantial compliance with the following control policy: MBNA America shall provide Customer Service, as hereinafter defined, to the Customers of a quality substantially equivalent to the quality of Customer Services presently provided by MBNA America to MBNA America credit card holders belonging to affinity groups of similar size and demographics as RU. For purposes of this Agreement, "Customer Service" includes without limitation, (a) responsiveness to Customer complaints, (b) handling of billing protests and/or errors, (c) replacement of stolen/lost cards, (d) the quality of appearance of the credit cards and (e) compliance with applicable state and federal law. Customer Service shall not include the imposition or waiver by MBNA America of any fee, annual percentage rate, or any other charge provided for under MBNA America's credit card agreement with the Customers nor the exercise or forbearance by MBNA America of any of its rights contained in such credit card agreement. In the event that RU in good faith determines that

MBNA America has not remained in substantial compliance with the above-referenced control policy, it shall notify MBNA America in writing, specifying the basis upon which RU has formed its opinion. The parties shall then discuss whether and how improvements should be made to alleviate the concerns of RU. In the event that within thirty (30) days after the receipt of the written notice by MBNA America, the parties have not, in good faith, reached a mutually satisfactory resolution of the concern, or made substantial progress in this regard, then RU shall have the right to revoke its license to use the Trademarks and thereby terminate this Agreement, subject to MBNA America's right to use the Trademarks after the termination of this Agreement as set forth in Section 11(d) of this Agreement.

(b) MBNA America shall use its best efforts to (i) substantially comply in all respects with all applicable state and federal law including any statute, code, ordinance, rule regulation, certificate or other direction or requirement of any governmental authority applicable to the Program; (ii) obtain and maintain in effect all permits, licenses and other governmental authorizations necessary to implement the Program; and (iii) continue to be a member in good standing and substantially comply with all applicable rules and regulations of any credit card organization such as Master Card or Visa in which MBNA America is required to participate as a condition to the issuance of credit cards for the Program.

(c) Other than as expressly set forth in this Agreement, MBNA America has absolutely no right, title or interest in or to the Trademarks of RU or the use thereof. MBNA America shall make absolutely no use of the Trademarks that has not been previously approved in writing by RU pursuant to the requirements of this Agreement. MBNA America acknowledges that it is only acquiring the right to use the Trademarks for the purposes specified herein. Upon termination of this Agreement, MBNA America shall cease all use of such Trademarks, except as specifically allowed by Section 11(d) of this Agreement.

(d) MBNA America shall obtain no ownership rights or other rights relating to the Trademarks except as expressly set forth in Section 3(c) of this Agreement. MBNA America's rights under this Agreement and its exercise of those rights throughout the term of this Agreement shall accrue, with respect to the Trademarks, solely to the benefit of RU. MBNA America shall not obtain or attempt to obtain any trademark registration, servicemark registration, or any other formal rights in any of the Trademarks.

(e) MBNA America acknowledges that the Trademarks listed in Schedule B possess a special, unique and extraordinary character. Accordingly, MBNA America specifically agrees that, in the event of a breach by MBNA America of its obligations under this Agreement with respect to such Trademarks which RU in good faith reasonably believes poses a serious threat to the value of its Trademarks, RU shall be entitled to temporary and permanent injunctive relief to enforce this Agreement.

(f) MBNA shall conduct telemarketing in connection with the Program as outlined in section 4(m). In the event that RU receives excessive complaints concerning MBNA America's actions under its telemarketing campaigns, MBNA America, upon the written request of RU, shall cease said telemarketing campaign for a forty-eight (48) hour period, during which time MBNA America shall adjust its telemarketing activities in an attempt to ensure that the type of complaints received by RU shall not continue.

- (g) MBNA America shall design, develop and administer the Program for the Members.
- (h) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program and assumes all responsibility for the compliance of such materials with applicable state and federal law.
- (i) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (j) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of RU.
- (k) MBNA America shall not use or disclose and shall not permit others to use or disclose the Mailing Lists except as expressly permitted in this Agreement. MBNA America may use the Mailing Lists only for the purpose of soliciting Members listed therein for participation in the Program and for its own internal use in administering the Program. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of RU. 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 under the Program. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement; provided, however, that such information will not be used or sold by MBNA in a manner which would imply or suggest an endorsement or connection by or with RU.
- (l) Without in any way limiting any of the rights or remedies otherwise available to RU, MBNA America shall indemnify and hold harmless RU and its trustees, officers, directors, employees, agents, attorneys, representatives, affiliates, successors and assigns (collectively, the "Indemnities") against and from any and all losses, damages, injuries, liabilities, exposure, claims, demands, settlements, judgments, awards, fines, penalties, taxes, fees, charges or expenses, including reasonable attorney's fees and expenses (collectively, the "Losses"), that are directly or indirectly suffered or incurred at any time by any of the Indemnities and that become payable or arise directly out of, or by virtue of, or relate directly or indirectly to, the marketing, promotion or administration of the Program or the performance of MBNA's duties under this Agreement or any agreement between MBNA America and any Member, except Losses resulting from RU's willful misconduct, wrongful acts or willful failure to act; PROVIDED, THAT IT IS THE INTENTION OF MBNA AMERICA TO INDEMNIFY THE INDEMNITIES FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE THAT ARISE OUT OF ACTIONS PERFORMED BY THE INDEMNITIES AT THE SPECIFIC REQUEST OF MBNA AMERICA OR PURSUANT TO THE TERMS OF THIS AGREEMENT.

(m) MBNA America may, in accordance with the terms of this Agreement, solicit the Members listed in the Mailing Lists by mail, print advertisements, such direct promotions as permitted by RU under Section 3(e) hereof and, to the extent permitted by Section 4(o) hereof, by telephone. MBNA America may continue to solicit the individuals on a Mailing List until RU provides MBNA America with an updated Mailing List. Notwithstanding the foregoing, if at any time RU gives notice to MBNA America that any Member listed on a current Mailing List has requested that such information not be disclosed by RU, MBNA America will make reasonable efforts to cease solicitation of the Program to such Member.

(n) MBNA America shall not use any advertisement, solicitation, display or specific promotion or promotional event related to the Program or any corporate report, display or other materials or information containing the Trademarks unless and until RU has previously approved in writing the specific advertisement, solicitation, display, promotion, promotional event, corporate report, display, materials or information and each use of RU's name, RU's Trademark, or any expression of an endorsement by RU. RU shall not unreasonably withhold or delay such approval. Any approval given hereunder by RU of the use of the Trademarks listed in Schedule B by MBNA America shall be limited to an approval of the appearance of such Trademarks in the context in which such Trademarks appear. RU's approval of the use of such Trademarks by MBNA America shall not be deemed to be an endorsement or acceptance by RU of the language or contents of the specific advertisement, solicitation, display, corporate report, promotion, promotional event, or other use by MBNA America containing such Trademarks.

(o) MBNA America shall not, without prior written consent of RU, solicit any Members other than Student Members through telemarketing campaigns.

## 5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay to RU all Royalties set forth in Schedule A, attached hereto and incorporated herein. RU shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

(b) MBNA America shall, at least once each calendar quarter, send to RU a complete and accurate statement containing at a minimum the information shown in Schedule C and such other information as can be agreed to from time to time by both RU and MBNA America. Neither receipt nor acceptance of any payment under this Agreement shall constitute acceptance of such statement's contents or preclude RU from thereafter questioning any such statements or the accruing of any payment made hereunder.

(c) MBNA America shall maintain true, complete and accurate books of account and records of all transactions with respect to the Program and all other data necessary for the proper computation of the Royalties required under this Agreement, all in accordance with generally accepted accounting principles applied on a consistent basis. If requested by RU and at RU's expense, (except for the first time such a certification is requested, which shall be at MBNA's expense), the Royalty payments shall be certified as accurate in a signed opinion of the certified independent public accountant ("Auditor") then serving MBNA America. In the event that such Auditor determines that any compensation due RU was not computed properly, then MBNA

America or RU, as applicable, shall promptly adjust the compensation payments. MBNA America shall reimburse RU for the cost of the audit if the Auditor determines that additional compensation in the amount of one (1) percent or more is due RU. This Section 5(c) shall survive the termination of this Agreement until one (1) year after the last compensation or Royalty payment is made pursuant to this Agreement.

## **6. ASSIGNMENT**

(a) MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of RU; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

(i) to any individual, corporation or other entity (other than a subsidiary or other entity controlling, controlled by, or under common control with MBNA America) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or

(ii) to any subsidiary or other entity controlling, controlled by, or under common control with MBNA America, so long as the affiliate can fully perform the obligations of MBNA America set forth in this Agreement.

(b) RU may not assign or transfer its rights and/or obligations under this Agreement without the written consent of MBNA America; provided however, that RU may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

(i) to any individual, corporation or other entity (other than a subsidiary or other entity controlling, controlled by, or under common control with RU) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of RU; or

(ii) to any subsidiary or other entity controlling, controlled by, or under common control with RU, so long as the affiliate can fully perform the obligations of RU set forth in this Agreement.

(c) Any attempted or purported assignment of either party's rights or responsibilities under this Agreement that do not satisfy the respective requirements set forth in Sections 6(a) and 6(b) above shall be deemed null and void at the option of the non-assigning party. Neither party shall sublicense, pledge, hypothecate, mortgage, grant liens in or upon, grant security interest in, use as collateral or otherwise borrow upon any of its rights under this Agreement.

(d) MBNA America may utilize the services of any third party in fulfilling its marketing obligations under this Agreement; provided, however, that notwithstanding any such marketing subcontract, MBNA America shall remain fully liable to RU for the compliance of its obligations hereunder.

## **7. RATES AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the Program; provided, however, that MBNA America shall not adjust or amend the minimum terms and features of the Program set forth in Schedule A, section I B attached hereto and made a part hereof without the prior consent of RU, which consent shall not be unreasonably withheld or delayed. MBNA America shall use reasonable efforts to inform RU prior to implementing any such adjustments which do not require RU's consent. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, to the extent required by applicable law, give notice to the Customer of the change and the opportunity to reject the change and pay the existing balance under the prior terms.

## **8. CONFIDENTIALITY OF AGREEMENT**

MBNA America and RU expressly agree that the terms of this Agreement and any information exchanged between MBNA America and RU in connection herewith during the term of this Agreement shall remain confidential between MBNA America and RU and will not be disclosed to the general public or any third person, except by mutual consent. Notwithstanding the foregoing, any information included in any advertising materials prepared or approved by MBNA America and RU, in the credit card agreement between MBNA America and any Customer, or the fact that RU has exclusively endorsed the program shall not be considered confidential (collectively, "Nonconfidential Information"). However, MBNA America and RU shall be permitted to disclose the terms of this Agreement and such other information; (i) to their respective accountants, legal, financial and marketing advisors and their respective personnel (collectively, "Personnel") in connection with the performance of their respective duties of RU and MBNA America under this Agreement; (ii) to such other persons or entities as required by law; provided that any Personnel receiving such information shall agree to be bound by the provisions of this Section 8. RU shall not, without the prior approval of MBNA America, disclose the terms of this Agreement or any information given by MBNA America to RU in connection herewith, other than Nonconfidential Information, to any individual affiliated with RU who is employed in the Credit Card Services industry. Nothing in this Section 8 is intended to permit the use or disclosure of the Mailing Lists by MBNA America except as expressly permitted by Section 4(k) hereof.

## **9. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on the date first written above and terminate on April 30, 2000 unless sooner terminated by either party as provided in Section 11 or by RU pursuant to Section 4(a). This Agreement shall automatically renew for successive one year periods unless either party provides the other with prior written notice of its desire not to renew this Agreement at least ninety (90) days prior to the end of the then current term.



## **10. STATE LAW GOVERNING AGREEMENT**

THIS AGREEMENT SHALL BE GOVERNED BY AND SUBJECT TO THE LAWS OF THE STATE OF DELAWARE AND SHALL BE DEEMED FOR ALL PURPOSES TO BE MADE AND FULLY PERFORMED IN DELAWARE.

## **11. TERMINATION**

(a) Each of RU and MBNA America (the "Terminating Party") may in its sole discretion terminate this Agreement upon the occurrence of any of the following events: (i) the other party (the "Defaulting Party") shall fail to perform or observe any term, covenant, or agreement contained in this Agreement on its part to be performed or observed if such failure shall remain unremedied for sixty (60) days after receipt of written notice thereof from the Terminating Party; (ii) any proceeding shall be instituted by or against the Defaulting Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, rearrangement, adjustment, protection, relief or composition of it or its debts, under any liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization or similar laws or general equitable principles from time to time in effect affecting the rights of creditors generally, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian, or other similar official for, it or any substantial part of its property) shall occur, or the Defaulting Party shall take any corporate action to authorize any of the actions set forth in this subclause (ii); (iii) the Defaulting Party shall dissolve or terminate its existence; or (iv) any final or unappealable judgment or order for the payment of money which, individually or in the aggregate, shall be in excess of \$100,000,000 at any time, shall be rendered against the Defaulting Party.

(b) This Agreement shall automatically terminate in the event either MBNA America or RU becomes insolvent, shall generally not pay its debts as such debts become due, shall admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors.

(c) The remedies provided in this Section 11 are cumulative and not exclusive. In addition to these remedies, MBNA America and RU may exercise any and all other rights and remedies it has under other provisions of this Agreement or applicable law.

(d) Except as provided below, upon expiration or termination of this Agreement, MBNA America shall (i) immediately cease to use the Trademarks; (ii) replace any outstanding credit device containing the RU Trademarks with another credit device without the RU Trademarks within one hundred eighty (180) days after said termination; (iii) cease all solicitation for and promotion of the Program to the Members except as required by law; (iv) not claim any right, title, or interest in or to the Trademarks of RU; (v) return the Mailing Lists to RU; and (vi) erase from its data files all information contained in the Mailing Lists, except as permitted by Section 4(k) hereof with respect to then existing Customers and applicants. Until such time that MBNA

America replaces the outstanding credit devices containing the RU Trademarks with another credit device without the RU Trademarks, RU shall be entitled to continue to receive the Royalties pertaining to such credit devices that bear the Trademarks; provided however, that RU's acceptance of such Royalties shall not be deemed to be a reinstatement of this Agreement or the license of the Trademarks granted hereunder which have expired or terminated. RU shall not take any action with MBNA America or any other person to cause the removal of RU's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the above one hundred eighty (180) day period allowed for MBNA America to remove the Trademarks from the credit devices.

(e) Without violating Section 8 of this Agreement, each of MBNA America and RU may, upon termination of this Agreement, communicate to the Members that the relationship between RU and MBNA America has terminated, provided, however, neither party shall communicate untruthful statements or derogatory opinions to the Members regarding the other party, its affiliates, officers and contractors, the Program or the Agreement. Any written message concerning or related to the termination or expiration of this Agreement to be communicated by either party to the Members shall be sent to and received by the other party at least ten (10) days prior to dissemination of the message to the Members. This section 11(e) shall, survive the termination of the Agreement for five (5) years from the date of termination.

## 12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by all parties hereto.

(b) The obligations in Sections 8, 11(d) and 4(l) shall survive any termination or expiration of this Agreement.

(c) No waiver of any right under this Agreement shall be deemed effective unless the same is set forth in a writing signed by the party giving such waiver. The waiver or failure of any party to exercise any right under this Agreement shall not be deemed a waiver of any other right or any future rights.

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed given when either (i) delivered to a party by messenger or by telex, fax or telecopier or (ii) three days after the same is mailed by first class mail certified mail, return receipt requested, or registered mail, to the other party at the following address:

(i) If to RU:

WILLIAM MARSH RICE UNIVERSITY  
610 S. Main  
Houston, Texas 77251

ATTENTION: Mr. F. Scott Bidby,  
Executive Director Alumni Relations

(ii) If to MBNA America:

MBNA AMERICA BANK, N. A.  
400 Christiana Road  
Newark, Delaware 19713

ATTENTION: Mr. Howard Wallace,  
Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.

(h) It is agreed and understood that MBNA America and RU are not agents, partners, joint venturers, fiduciaries, representatives or employees of each other.

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

(j) All payments due hereunder shall be payable to William Marsh Rice University and sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as RU may designate in writing.

(k) This Agreement shall become effective when it shall have been executed by MBNA America and RU and thereafter, subject to the limitations on assignment set forth herein, shall be binding upon and inure to the benefit of RU, MBNA America and their respective successors and assigns permitted hereunder.

(l) This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(m) All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which are controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part.

(n) Each party hereto agrees to perform all further acts and to execute and deliver or cause to be executed and delivered all documents, instruments and agreements which may be reasonably necessary to carry out the intents and purposes of this Agreement or to enable the other party to enforce any of its rights under this Agreement.

(o) All references in this Agreement to MBNA America's acting in compliance with or otherwise observing all applicable state and federal law are not, and shall not be deemed as an admission by MBNA America, directly or indirectly, that either it or the operation of its business is subject to the laws, rules or regulations of any jurisdiction other than those of the United States and the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives to be effective as of the date first written above.

**WILLIAM MARSH RICE UNIVERSITY**

By: Malcolm Gillis

Name: Malcolm Gillis

Title: President

**MBNA AMERICA BANK, N.A.**

By: Howard C Wallace

Name: HOWARD C WALLACE

Title: EVP

SCHEDULE A

MINIMUM TERMS AND FEATURES OF THE PROGRAM

I. Credit Card Services.

A. MBNA America shall offer the Members the following credit cards: Mastercard Preferred ("Preferred Credit Card Account") and Mastercard Gold Credit Cards ("Gold Credit Card Account") which may be used by the Members to purchase goods or services on a revolving credit account or to obtain cash advances.

B. The credit cards will have the following minimum features:

1. MBNA America shall charge no annual fee for Members and Student Members.

2. ~~The Annual fee after the first twelve months for Student Members is \$20.00 for each Preferred Credit Card Account.~~

*DD* *FSB for Maleda Gillis 6/15/95*

3. The annual percentage rate of interest applicable to credit cards issued Members other than Student Members of RU will be a variable rate of 7.9% plus the Prime Rate.

4. The annual percentage rate of interest applicable to credit cards issued to Student Members of RU will be a variable rate of 9.9% plus the Prime Rate.

5. As used herein "Prime Rate" shall mean the highest U.S. Prime Rate as published in the Money rates Section of the Wall Street Journal. A Customer's rate may also vary depending on the payment history of the Customer and will be determined on a regular basis. Except for the minimal terms contained herein, the terms referenced herein will be subject in all respects to the terms set forth in the credit card agreement entered into between MBNA America and each Customer, as the same may be amended from time to time.

C. So long as available and offered to MBNA cardholders, the Program will include long distance calling card services and residential long distance phone services offered as an enhancement to the credit card accounts.

D. If a Student Member applies for (using an Alumni Member credit card application) and obtains from MBNA America an Alumni Credit Card Account, RU shall receive royalties on such Credit Card Account as if the account was opened by an Alumni Member.

II. Marketing.

A. MBNA America may conduct up to three full direct mail campaigns promoting the Program during each year of the initial term of this Agreement.

B. MBNA America may conduct such on-campus promotion campaigns promoting the Program as RU may permit pursuant to Section 3(e) during the term of this Agreement.

C. MBNA America may conduct up to three (3) telemarketing campaigns for Student Members in order to promote the Program during each year of the initial term of this Agreement. MBNA America shall not conduct a telemarketing campaign in connection with the Program at any time during the term of this Agreement or any renewal thereof for any Members other than Student Members without the prior written consent of RU as stated in section 4(o).

D. MBNA America shall not represent to any Member or other potential Customer that it is authorized by RU or represents RU in any way in connection with the Program other than as outlined in this Agreement.

### III. Royalty Arrangement.

A. During the term of this Agreement, or any extension thereof, MBNA America will pay RU a Royalty calculated as follows:

1. \$1.00 for every new credit card account opened by a Member pursuant to the Program which remains open for at least ninety (90) days ( a "Credit Card Account");
2. \$1.00 for each twelve month period following the opening date of a Credit Card Account opened by a Customer that is a Member or Student Member and that remains open and active for said applicable twelve month period.
3. .50 of 1% of the dollar amount of all retail purchases (not including cash advances) made by Members other than Student Members of RU using a Credit Card Account opened by Members other than Student Members (net of refunds, returns and fraudulent transactions, as determined by MBNA America).
4. .40 of 1% of the dollar amount of all retail purchases (not including cash advances) made using Credit Card Accounts opened by Student Members (net of refunds, returns and fraudulent transactions, as determined by MBNA America);

5. 1% of telephone transaction volume (net refunds and unauthorized calls) made by Members of RU who have a Credit Card Account and take advantage of the telephone services credit card benefit. Telephone transactions will not qualify for any other transaction-based royalty.

6. Provided that RU permits MBNA America to conduct the marketing of the Program as set forth in Section II above, MBNA America hereby guarantees that RU will earn a minimum of two hundred thousand dollars (\$200,000) in Royalties from April 30, 1995 to April 30, 2000 (the "Royalty Guarantee"). If on April 30, 2000, MBNA has not paid RU \$200,000 in Royalties under this Agreement, MBNA America will pay RU the difference between the Royalty Guarantee and the amount of Royalties actually paid to RU during the initial five year term of this Agreement. Notwithstanding the foregoing, no payment shall be made under this Section if RU has breached any covenant or agreement of this Agreement and is unable to cure the default within the cure period provided in Section 11 of the Agreement. In the event that this Agreement is terminated, other than through the breach or default of RU or MBNA America, prior to April 30, 2000, MBNA will pay RU a pro-rata portion of the Royalty Guarantee determined by multiplying the difference between the Royalty Guarantee and the compensation actually paid to RU prior to the termination of this Agreement, by a fraction, the numerator of which shall be the number of months the Agreement was in existence and the denominator of which shall be sixty months. In the event this Agreement is terminated by reason of the default or breach of MBNA America, MBNA America shall pay to RU upon such termination, the entire Royalty Guarantee less any Royalties actually paid by MBNA to RU as of such termination date.

B. MBNA shall pay the Royalties within 45 days after the end of each calendar quarter.



## SCHEDULE C

### QUARTERLY REPORTS

For each calendar quarter MBNA shall supply RU at a minimum the following information for both Gold Credit Card Accounts and Preferred Credit Card Accounts unless specifically stated otherwise below:

- The number of new Credit Card Accounts opened in the quarter.
- The number of Credit Card Accounts renewed.
- The number of all retail transactions for all Credit Card Accounts of Student Members.
- The net retail purchase volume for all Credit Card Accounts for Members other than Student Members.
- The dollar amount of all telephone transactions.

The information will contain the volume, the rate of the royalty and the royalty earned.

## ADDENDUM TO THE WILLIAM MARSH RICE UNIVERSITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 1<sup>st</sup> day of MAY, 2000, by and between William Marsh Rice University ("RU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, RU and MBNA America are parties to an affinity agreement dated April 30, 1995 (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 RU; and

WHEREAS, RU and MBNA America mutually desire to amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, RU 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 April 30, 2005. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by deleting Section 1(b) and replacing this with the following:
  - (b) "Financial Service Products" means credit card programs, charge card programs, installment loan programs, revolving loan programs, and deposit programs. This definition shall not include: (i) the RU corporate business card; (ii) any procurement card account(s) between RU and a card issuer for which RU and its agents are the accountholders; and (iii) any non-credit card program and/or non-charge card program endorsed by the University's athletic department or the University's finance and administration department.
4. The Agreement is hereby amended by deleting all reference to the term "Credit Card Services" and replacing this with the term "Financial Service Products."
5. Section 1(c) of the Agreement is hereby deleted in its entirety and replaced with the following:
  - (c) "Customer" means any Member who is a participant in the Program.

6. The Agreement is hereby amended by deleting section 1(f) in its entirety and replacing this with the following:

(f) "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.

7. The Agreement is hereby amended by deleting the first nine (9) words of Section 3(a) in their entirety.

8. The Agreement is hereby amended by adding the following to the end of Section 3(a):

Notwithstanding the foregoing, RU may enter into an agreement with an entity other than MBNA America for the purpose of offering RU faculty, staff, and students a Multi-Function Card (as hereinafter defined) which agreement may provide for RU's endorsement and promotion of a Multi-Function Card and the licensing of a Trademark to such entity in conjunction with the promotion and issuance of the Multi-Function Card. However, if an entity other than MBNA America provides a Multi-Function Card then the amount of each Subsequent Advance will be reduced to One Hundred Five Thousand Dollars (\$105,000.00) and, MBNA America may reduce the above Guarantee Amount by an amount equal to Twenty Thousand Dollars (\$20,000.00) times the number of contract years remaining during the term of this Agreement, and such reduced amount shall constitute the Guarantee Amount for purposes of this Agreement. This right to reduce the Guarantee Amount is in addition to all other rights MBNA America may have. "Multi-Function Card" means a device used primarily for RU faculty, staff, and students' identification which contains a credit or charge feature and utilizes the name and/or logo of MasterCard, Visa, American Express, Optima, Discover or any other national payment system.

9. The Agreement is hereby amended by deleting Section 7 in its entirety and replacing this with the following:

7. 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. MBNA America shall use reasonable efforts to inform RU prior to implementing any such adjustments to be made to a substantial majority of the Cardholders. In the event the change increases the finance charges to be paid by the Customer, MBNA America shall, to the extent required by applicable law, give notice to the Customer of the change and the opportunity to reject the change and pay the existing balance under the prior terms.

10. The Agreement is hereby amended by adding the following to the end of Section 11(d)(ii): "at the sole cost and expense of RU."

11. The parties agree that MBNA America's Money Market Deposit Account Program and Certificate of Deposit Account Program (the "Deposit Program"), Gold Option and Gold Reserve (as such products are more fully described on Attachment #1)

are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, Gold Reserve and the Deposit Program to some or all of the persons included on the lists provided by RU under the Agreement.

12. During the term of the Agreement, RU will receive the royalties set forth on Attachment #1, Section II for Gold Reserve accounts, Gold Option accounts, Money Market Deposit accounts and Certificate of Deposit accounts opened pursuant to the Program.

13. Except as provided in Section 3(a) of the Agreement, RU agrees to (i) exclusively endorse Gold Option, Gold Reserve, and the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option Gold Reserve or the Deposit Program. Subject to the foregoing, all of RU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option, Gold Reserve and the Deposit Program.

14. Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by RU to any person or entity to purchase MBNA America's services under the Deposit Program.

15. Schedule A of the Agreement is hereby amended by deleting Section III.6., in its entirety.

16. Section III of Schedule A is hereby amended by adding the following new subsections C, D and E:

C. ROYALTY ADVANCES 1. Upon full execution of this Addendum, MBNA America shall pay to RU the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "First Advance"), as an advance against future royalties. Beginning on May 1, 2001, and on each May 1<sup>st</sup> thereafter up through and including May 1, 2004, MBNA America shall pay to RU the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and each Subsequent Advance are collectively referred to as the "Advances." All Royalties accrued shall, in lieu of direct payment to RU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to RU as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to RU hereunder, and (y) RU 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(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) the Agreement is terminated prior to the end of the term;
- (ii) RU breaches any of its obligations under this Agreement and such breach is not cured in accordance with the terms of the Agreement;
- (iii) MBNA America is prohibited by RU or otherwise prevented by RU 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;  
and

(iv) MBNA America is prohibited by RU from conducting on-campus promotion campaigns (e.g., tabling and postering) at mutually agreed upon events during each consecutive twelve month period during the term of the Agreement

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

3. During the term of this Agreement, RU agrees to use a portion of the Advances each year for the following: (i) Four Thousand Dollars (\$4,000) for Leadership Rice; (ii) Five Thousand Dollars (\$5,000) for Rice Athletic Department.

#### D. ROYALTY GUARANTEE

RU shall be guaranteed to accrue Royalties (including without limitation amount of the Advances) equal to or greater than Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Guarantee Amount") by April 30, 2005, subject to the provisions set forth below. If on April 30, 2005, RU has not accrued \$750,000.00 in Royalties, MBNA America will pay RU an amount equal to the Guarantee Amount minus the sum of all Advances (excluding the Additional Advances in Section E, below) and Royalties paid by MBNA America to RU from May 1, 2000 up through and including April 30, 2005 and all unrecouped Advances. Notwithstanding the foregoing, this 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 Subsection C.1.. (i) through (iv), above.

#### E. ADDITIONAL ADVANCES

MBNA America will pay RU an additional Seventy Five Dollars (\$75.00) for the each of the 901<sup>st</sup> new Credit Card Account up to the 1500<sup>th</sup> new Credit Card Account opened during a contract year (i.e., May 1<sup>st</sup> through April 30<sup>th</sup>). Such payment will be made within forty-five (45) days following the end of the applicable contract year. Notwithstanding anything else in this Section to the contrary, MBNA America's obligation to pay RU any amount pursuant to this Section shall cease after it has received Two Hundred Fifty Thousand Dollars (\$250,000) pursuant to this Section.

17. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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.

WILLIAM MARSH RICE UNIVERSITY

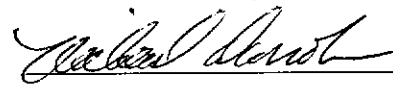
By: 

Name: SCOTT W. WISE

Title: VP FOR INVESTMENTS

Date: 9. TREASURER  
5.26.2000

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Duvon

Title: SEVP

Date: June 23, 2000

## ATTACHMENT #1

The attachment amends the original Schedule A by adding the following sections:

### 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. 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.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.99%.

#### B. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption® (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.

1. There is NO annual fee.
2. The current annual percentage rate is as low as 14.99%.

#### C. DEPOSIT ACCOUNTS

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

### II. ROYALTY ARRANGEMENT

#### A. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (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.

B. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (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.

C. DEPOSIT ACCOUNTS

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) 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.



**SELECT REWARDS ADDENDUM  
TO THE WILLIAM MARSH RICE UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 14<sup>th</sup> day of March, 2002, by and between **William Marsh Rice University** ("RU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, RU 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 RU; and

WHEREAS, RU and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of RU'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, RU 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. 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 RU 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.
4. RU 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 RU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, RU will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
6. 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 principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

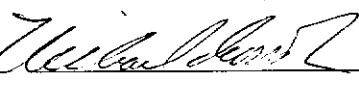
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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.

**WILLIAM MARSH RICE UNIVERSITY**

**MBNA AMERICA BANK, N.A.**

By: 

By: 

Name: ERIC C. JOHNSON

Name: Michael D. Smith

Title: VP Resource Develop.

Title: Sr. Executive Vice Pres.

Date: 2-14-02

Date: March 14, 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. \$0 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 11.99%. 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 RU 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. 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.

## ADDENDUM TO THE WILLIAM MARSH RICE UNIVERSITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 14 day of Dec., 2005 by and between William Marsh Rice University ("RU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, RU and MBNA America are parties to an affinity agreement dated April 30, 1995, as the same was amended by addenda dated May 1, 2000, and March 14, 2002 (the "Agreement"); and

WHEREAS, RU 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, RU and MBNA America agree as follows:

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

2. The current term of the Agreement is hereby extended to end on May 30, 2010. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive one-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. Section 3(a) as modified by the May 1, 2000 addendum is hereby deleted in its entirety and replaced with the following new Section 3(a):

(a) RU agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not endorse any Financial Service Products of any organization other than MBNA America. RU will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists for promoting any Financial Service Products of any entity other than MBNA America. RU will use reasonable efforts to not accept any advertisements for Financial Service Products that: (i) contain a Trademark; or (ii) express an endorsement by RU of Financial Service Products, other than those offered by MBNA America. Notwithstanding the foregoing, RU may enter into an agreement with an entity other than MBNA America for the purpose of offering RU students a Multi-Function Card (as hereinafter defined) which agreement may provide for RU's endorsement and promotion of a Student Multi-Function Card and the licensing of a Trademark to such entity in conjunction with the promotion and issuance of the Multi-Function Card. However, if an entity other than MBNA America provides a Student Multi-Function Card then the amount of each subsequent Advance will be reduced to Ninety Two Thousand Four Hundred Dollars (\$92,400) and, MBNA America may reduce the above Guarantee Amount by an amount equal to Seventeen Thousand Six Hundred Dollars (\$17,600) times the number of contract years remaining during the term of this Agreement, and such reduced amount shall constitute the Guarantee Amount for purposes of this Agreement. This right to reduce the Guarantee Amount is in addition to all other rights MBNA America may have. "Student Multi-Function Card" means a device used primarily for RU students' identification which contains a credit or charge feature and utilizes the name and/or logo of MasterCard, Visa, American Express, Optima, Discover or any other national payment system.

4. Schedule A, Section III of the Agreement as amended by the May 1, 2000 addendum is hereby amended by deleting subsections C, D, and E.

5. ROYALTY ADVANCE

(a) Within forty-five (45) days after each of: (i) the full execution of this Addendum; and each of June 1, 2006, June 1, 2007, June 1, 2008, and June 1, 2009, MBNA America shall pay to RU the sum of One Hundred Ten Thousand Dollars (\$110,000) (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 RU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to RU as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to RU hereunder, and (y) RU 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(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

(i) the Agreement is terminated prior to the end of the term;

(ii) RU 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)~~

(iv) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at mutually agreed upon 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 Advances paid by it to RU in prior years, and pays RU Royalties accrued by RU over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

6. ROYALTY GUARANTEE.

Subject to Section 3(a) of the Agreement, RU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Five Hundred Fifty Thousand Dollars (\$550,000) (the "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 RU has not accrued \$550,000 in Royalties, MBNA America will pay RU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by RU during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this 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 Subsection 5(a), above.

[7. ] Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for the solicitation of credit card account applications. RU shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's reasonable discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of RU for such gifts or premiums. RU agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to RU's waiver by reducing the price to MBNA

America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to RU.

[ 8.] Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial 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.

**WILLIAM MARSH RICE UNIVERSITY**

By: Scott W. Wise *SWW*

Name: Scott W. Wise

Title: VP Investments/Treasurer

Date: 12/14/05

**MBNA AMERICA BANK, N.A.**

By: Thomas W. Brooks

Name: Thomas W. Brooks

Title: JEVP

Date: 1/5/06

VIA FedEx

2/23/2010

Mr. F. Scott Biddy  
Executive Director Alumni Relations  
William Marsh Rice University  
610 S. Main  
Houston, Texas 77251

Dear Mr. Biddy:

I am writing to inform you that following a comprehensive review of the William Marsh Rice University credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement dated as of April 30, 1995, as the same may have been amended ("Agreement").

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

The Agreement's expiration date is May 30, 2010.

We have appreciated your endorsement.

Sincerely,



Steve Doan  
Senior Vice President  
FIA Card Services, N.A.

C: Ms. Ann Peterson  
Director of Alumni Affairs  
Rice University – MS 520  
6100 Main St.  
Houston, TX 77005



**FIA CARD SERVICES™**

FIA Card Services, DE5-001-08-03  
1100 N King Street  
Washington, DC 20005

20100523 10:10:45

VIA FedEx

2/23/2010

Ms. Ann Peterson  
Director of Alumni Affairs  
Rice University -- MS 520  
6100 Main St.  
Houston, TX 77005

Dear Ms. Peterson:

I am writing to inform you that following a comprehensive review of the William Marsh Rice University credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement dated as of April 30, 1995, as the same may have been amended ("Agreement").

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

The Agreement's expiration date is May 30, 2010.

We have appreciated your endorsement.

Sincerely,



Steve Doan  
Senior Vice President  
FIA Card Services, N.A.

C: Mr. F. Scott Biddy  
Executive Director Alumni Relations  
William Marsh Rice University  
610 S. Main  
Houston, Texas 77251

5/17/2010

Ms. Ann Peterson  
Director of Alumni Affairs  
William Marsh Rice University  
6100 South Main  
Allen Center, 3<sup>rd</sup> Floor  
Houston, TX, 77005

RE: Amendment and Extension of Agreement

Dear Ms. Peterson:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and William Marsh Rice University ("WMRU") would like to extend the current term of the Agreement dated as of April 30, 1995 (as it has been amended) wherein Bank provides Financial Service Products to customers of WMRU (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to July 31, 2010, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term. For the sake of clarity, the Bank's notice of intent not to renew the Agreement dated February 23, 2010 will be rescinded and of no further force and effect as of the full execution and delivery of this letter.

Upon termination or earlier expiration 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 WMRU Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove WMRU Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. WMRU shall not attempt to cause the removal of WMRU 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 WMRU Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full

force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control. Upon the full execution of this Addendum, Bank hereby rescinds its written notice dated February 23, 2010 to WMRU of Bank's intent not to renew the Agreement.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please have a duly authorized representative of WMRU execute both copies of this letter where indicated below and fax one executed copy and return one executed original to me.

Sincerely,



Nazanin Rad  
Assistant Vice President  
FIA Card Services, N.A.  
469-201-4827

Accepted and agreed:

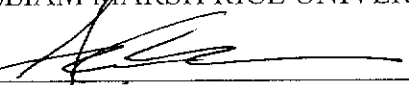
FIA CARD SERVICES, N.A.

By: 

Name: Steve Doan

Title: S. J. P.

WILLIAM MARSH RICE UNIVERSITY

By: 

Name: ANN PETERSON

Title: EXECUTIVE DIRECTOR,

ALUMNI AFFAIRS + UNIVERSITY EVENTS