

A F F I N I T Y A G R E E M E N T
AUBURN SPIRIT FOUNDATION FOR SCHOLARSHIPS

This Agreement is effective as of the **1st** day of October, 2006 (the "**Effective Date**") by and between FIA Card Services, N.A. f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("**BANK**"), and AUBURN SPIRIT FOUNDATION FOR SCHOLARSHIPS, an Alabama non-profit corporation having its principal place of business in Auburn, Alabama ("**Foundation**"), for themselves, and their respective successors and assigns.

WHEREAS, Foundation and BANK mutually desire to enter into an Agreement for the provision of Financial Service Products by BANK to Foundation pursuant to the terms and conditions stated below, and

WHEREAS, all of BANK's customers existing under the BANK's previous agreement with the Auburn Alumni Association shall now be considered customers under this Agreement.,

NOW THEREFORE, in consideration of the premises and the mutual promises set forth herein, the undersigned parties 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:

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

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

"**Credit Card Account**" means a credit card account opened in response to marketing efforts made pursuant to the Program. "**Alumni Credit Card Account**" means a Credit Card Account opened by any individual other than a student of Auburn University.

"**Student Credit Card Account**" means a Credit Card Account opened by a student of Auburn University.

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

"**Financial Service Product**" means any credit card program, charge card program, debit card program, deposit program and travel and entertainment card program. Financial Service Product shall not include programs which create advertising relationships on store one-time use gift cards with such vendors as retail store owners (e.g. Retail

promotions such as Lowes or bookstore gift cards which contain the University Trademarks).

"Foundation Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Foundation.

"Foundation Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Foundation or any Foundation Affiliate during the term of the Agreement, including but not limited to the Trademarks listed on Appendix 1 Exhibit A to this Agreement.

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

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

"Information" has the meaning ascribed to such word in Section 7.

"Mailing List" means an updated and current list and/or magnetic tape (in a format designated by BANK) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or reasonably selected membership characteristics.

"Member" means those individuals, friends, former and present students, as well as Alumni Association members and/or other potential participants mutually agreed to by Foundation and BANK, whom have not expressly requested that Auburn University or the Foundation not release their contact information to any third parties.

"Program" means those programs and services of the Financial Service Products and the BANK's revolving loan programs known as Gold Option or Gold Reserve Accounts which BANK agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

“**Royalties**” means the compensation paid to the Foundation in exchange for the use of the University or Foundation Trademarks, as set forth in Schedule A.

“**Services Agreement**” means the agreement between the Foundation and the Bank of even date herewith, wherein the Foundation provides the Bank with, among other things, a mailing list and certain other marketing opportunities.

“**Trademarks**” means the University Trademarks and/or the Foundation Trademarks, each as defined herein.

“**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 the Agreement, including but not limited to the Trademarks listed on Appendix 1 Exhibit B to this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF Foundation

- (a) Foundation agrees that during the term of this Agreement it will endorse the Program exclusively and that neither Foundation nor any Foundation 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 organization other than BANK; and (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than BANK. Notwithstanding anything else in this Agreement to the contrary, Foundation may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Foundation of said financial institution or advertising for a Financial Service Product. Notwithstanding the above, the Foundation may solicit proposals for program offers or discuss with any organization providing a Financial Service Product within the one year period prior to the end of the current term.
- (b) Foundation agrees to provide BANK with such information and assistance as may be reasonably requested by BANK in connection with the Program.
- (c) Foundation authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program, so long as BANK complies with all laws and regulations related to student and former student privacy that are applicable to the Bank.
- (d) Foundation will have the right of prior approval of all Program advertising and solicitation materials to be used by BANK, which contain a Trademark or use of University name; such approval will not be unreasonably withheld or delayed. BANK agrees that BANK logo shall not be prominently displayed in the University's athletics venues, other than on tables on the lower concourse of the football stadium and the outside concourse of the basketball coliseum. In the event that BANK incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards),

BANK may deduct the documented direct costs resulting there from against Royalties or the Advances (if deducted from the Advances, parties agree that there will be a corresponding reduction in the Guarantee) due Foundation.

- (e) Foundation will, and will cause any Foundation 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 Foundation. Notwithstanding the above, Foundation 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 Foundation. Any correspondence received by Foundation that is intended for BANK (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the BANK account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by BANK.
- (f) Foundation hereby grants BANK and its affiliates a limited, license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license will be transferred upon assignment of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Foundation will provide BANK all Trademark production materials (*e.g.*, camera ready art) required by BANK for the Program, as soon as possible but no later than thirty days after Foundation's execution of this Agreement. Nothing stated in this Agreement prohibits Foundation 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.
- (g) Foundation will permit BANK to advertise the Program on its home page and at other prominent locations within the internet site(s) of Foundation, and will obtain royalty free access for advertisements for the Program on the home pages of any web sites of Auburn University (including, without limitation, any athletics related pages) and the Auburn University Alumni Association. BANK may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Foundation will modify or remove (or will cause Auburn University or the Auburn University Alumni Association to modify or remove) such advertisements within twenty-four hours of BANK's request. Foundation will provide BANK with the ability to access any and all pages within the Foundation internet site(s), including without limitation any "members only" or other restricted access pages.

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 with regard to the Program. BANK 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 Foundation.

- (c) BANK will bear all costs of producing and mailing materials for the Program.
- (d) BANK will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Foundation.
- (e) Foundation, shall have the right from time to time (but no less than two times a calendar year) to include in Credit Card Account Program billing statements materials developed by Foundation at its expense, subject to the prior approval of BANK as to the scope, timing and content thereof, and subject to BANK's size, scheduling and weight requirements. Such approval from BANK shall not be unreasonably withheld. The parties acknowledge and agree that such materials may include promotions of various Foundation causes, including fund drives, and/or such other materials as may be mutually agreed upon by the parties. BANK shall be responsible for the costs of inserting and mailing such insert materials, provided, however, that the weight of the inserted materials does not increase the postage costs over the normal and customary postage costs incurred by BANK in mailing periodic statements without the inserts described herein. All billing statement insertion materials shall be subject to: (i) the prior approval of BANK as to scope, timing and content thereof; (ii) the then applicable BANK size, quality scheduling, procedural and weight requirements; (iii) BANK's obligation to include in its billing statement any notices (in message or insert format) required by Visa and/or MasterCard regulations, by federal or Delaware state law, or any other required legal notice or collection/delinquency notice; (iv) any Cardholder imposed restrictions on such solicitations/insertions; and (v) Foundation delivering to BANK in the time period required by BANK (which may change from time to time) the approved messages/inserts in time for BANK to include in the requested billing period.

4. REPRESENTATIONS AND WARRANTIES

- (a) Foundation and BANK 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 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) Foundation represents and warrants to BANK as of the date hereof and throughout the term of this Agreement that it has the right and power to exclusively, to the extent of the Financial Service Products, license the Trademarks to BANK for use as contemplated by this Agreement, and to provide the Mailing List(s) to BANK for the promotion of the Program. Foundation will hold BANK, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse BANK's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from BANK's use of the Trademarks in reliance thereon if such use has been approved by the Foundation in accordance with 2 (d) herein, or from the use of any Mailing List(s) by BANK for the promotion of the Program. Each party will 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, BANK will pay Royalties to Foundation. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.
- (b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, BANK will provide Foundation with a statement showing (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts; (ii) the Business Credit Card Account retail purchase transaction volume. Additionally, within 15 days of Foundation's written request if made, and no more than four (4) times per year, BANK will report to Foundation the aggregate amounts of outstanding balances due on all outstanding Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

BANK reserves the right to make periodic adjustments to the Program and its terms and features provided that BANK agrees that the Foundation's prior written approval is

required to add a new product to the Program. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other 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 Foundation will be permitted to disclose such Information (i) to their or to Auburn University’s 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 requested by any governmental regulatory authority. Upon termination of this Agreement, BANK will destroy the Mailing Lists in its possession and will confirm the destruction of such Mailing List to the Foundation.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2013. This Agreement will automatically extend at the end of the initial 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, and not more than three hundred and sixty-five (365) days, prior to the end of the then current term or renewal term, as applicable.

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 Foundation, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 will terminate sixty days after the Cure Period.

- (b) In the event of any uncured material breach of the Services Agreement by Bank or Foundation, the other party may terminate this Agreement by giving notice as provided herein to the breaching party.
- (c) If either BANK or Foundation 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. If any written agreement concerning a Financial Service Program between the parties is terminated, for whatever reason, then this Agreement shall terminate immediately (if the termination of the first agreement is by mutual consent of the parties, insolvency of a party or like event, or due to the expiration of its term), or terminate upon written notice to the other party from the party entitled to terminate the first agreement.
- (d) Upon the expiration or earlier termination of this Agreement, BANK will, in a manner consistent with Section 10(e) of this Agreement, cease to use the Trademarks. BANK agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, BANK may conclude all solicitation that are required by law.
- (e) 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 Foundation or any Foundation Affiliate to the Members. Such approval will not be unreasonably withheld. So long as Foundation and/or University does not disparage Bank, its affiliates or their respective products and services, BANK agrees that the above mentioned notices may contain (although still subject to BANK's above-mentioned approval) a statement substantially as follows: "BANK and University/Foundation are no longer affiliated in any manner. Proceeds from the use of any credit card containing the name of BANK will no longer benefit University or Foundation." Upon the expiration or earlier termination of this Agreement, Foundation will not attempt to cause the removal of Foundation's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of expiration or earlier termination of this Agreement, but new credit devices or checks will not be issued bearing the Foundation's identification or Trademarks after the termination date of the Agreement.
- (f) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, Foundation agrees that neither Foundation nor any Foundation Affiliate will, by itself or in conjunction with others, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Foundation may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Foundation provided

the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of BANK, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(d), 10(e) and 10(f) 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 will for any reason be 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.
- (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 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to Foundation:

Auburn Spirit Foundation for Scholarships
317 South College Street
Auburn University, AL 36849

ATTENTION: Dr. Bob McGinnis, President

Fax #: (334) ZZZ-ZZZZ

And with a copy to the following address and fax number:

Auburn University
101 Samford Hall
Auburn University, AL 36849

ATTENTION: Jon G. Waggoner, Esq., Special Counsel to the President

Fax #: (334) 844-4574

(2) If to FIA Card Services, N.A.:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Collegiate Sector Director

Fax #: (302) 432-0469

(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, in conjunction with the Services Agreement entered into contemporaneously herewith, 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. Without the prior written consent of BANK, which will not be unreasonably withheld, Foundation may not assign any of its rights or obligations under or arising from this Agreement. BANK may assign any of its rights or obligations under this Agreement to any other person without the prior consent of Foundation. 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 Foundation are independent contractors and 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 or another mutually agreed upon writing. By entering this Agreement the parties do not intend to create a legal partnership nor a joint venture.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than Foundation and BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party will 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 or other labor disputes, 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.

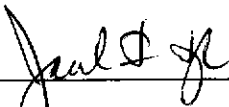
- (k) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

AUBURN SPIRIT FOUNDATION FOR SCHOLARSHIPS

FIA CARD SERVICES, N.A.

By: 

By: 

Name: D.R. MCGINNIS

Name: Jake Prigo

Title: PRESIDENT

Title: SUP

Date: September 29, 2006

Date: 10/11/06

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the consumer Credit Card Account or waived pursuant to a special program. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

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

C. INTENTIONALLY DELETED

D. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month.

This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

E. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

F. 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.

1. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

G. INTENTIONALLY DELETED [note, these terms are not used in this agreement]

H. ROYALTY ADVANCE

1. Upon full execution of this Agreement, and upon each annual anniversary of the Effective Date during the initial term of this Agreement, BANK shall pay to Foundation the sum of one million dollars (\$1,000,000) (each, an “**Advance**”), as an advance against future Royalties, subject to the provisions set forth below. The term “Advance” shall not include remuneration paid to the Foundation under the Services Agreement. All Royalties accrued shall, in lieu of direct payment to Foundation, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Foundation as set forth in this Agreement. Notwithstanding the foregoing, BANK shall no longer be obligated to pay any additional Advances to Foundation hereunder, and Foundation hereby promises to pay BANK upon demand and supporting of such amount by Foundation, 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 (ix) 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) Foundation 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 alumni Members of the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) BANK is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the student Members of the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(v) BANK is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the alumni Members of the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(vi) BANK is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the student Members of the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(vii) BANK shall not be prohibited from conducting promotion campaigns at all home football games, in mutually agreed upon locations with at least two (2) such locations inside the stadium and four (4) outside the stadium, during each consecutive twelve month period during the term of the Agreement; and

(viii) BANK is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events to include tables inside the basketball concourse during all basketball games and other sporting events, during each consecutive twelve month period during the term of the Agreement; and

(ix) Foundation does not develop, finance and provide the marketing outlets, at no cost to BANK, required by the Services Agreement:

2. If during any given year(s) during the initial term of this Agreement BANK recoups all prior Advances paid by it to Foundation in prior years, and pays Foundation Royalties accrued by Foundation 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. Bank agrees that the application of this Section H,2 does not affect the Guarantee Amount, as defined in Section I below.

I. ROYALTY GUARANTEE

Foundation shall be guaranteed to be paid Royalties (including without limitation the amount of the Advances) equal to or greater than seven million dollars (\$7,000,000) (the "**Guarantee Amount**") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Foundation has not accrued or been paid \$7,000,000 in Royalties, BANK will pay Foundation an amount equal to the Guarantee Amount minus the sum of all compensation actually paid to or accrued by the Foundation during the initial 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 H.1. (i) through (ix), above and the Services Agreement.

Appendix 1

Exhibit A

Foundation Trademarks:

Exhibit B

University Trademarks:

See attached.

APPENDIX B

AUBURN UNIVERSITY is the owner of all rights, title and interest in and to the following indicia, which includes trademarks, service marks, trade names, designs, logos seals and symbols.

AUBURN UNIVERSITY TIGERS

APRIL 28, 2006



PRIMARY MARKS

1 2 3 4

SECONDARY MARKS

5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

VERBIAGE

Auburn University @ Aubie™
Auburn @ Beard-Eaves Memorial Coliseum™
Auburn Tigers @ Jordan-Hare Stadium™
War Eagle @ Plainsman Park™
Tigers™ AU™ Sanford Hall™

Tiger Walk™
Plainsmen™
The Plains™
Toomer's Corner™

GENERAL INFORMATION

LOCATION: AUBURN, AL
MASCOT: TIGERS
MASCOT NICKNAME: AUBIE
BATTLE CRY: WAR EAGLE!
ESTABLISHED DATE: [blank]
CONFERENCE: SOUTHEASTERN CONFERENCE

WORDMARKS

21 22 AUBURN TIGERS 23 AUBURN AUBURN 24 AUBURN AUBURN 25 AUBURN 26 AUBURN AUBURN 27 AUBURN AUBURN 28 TIGERS 29 TIGERS TIGERS 30 TIGERS TIGERS 31 32 33

Aubie not permitted at mass retailers

www.auburn.edu/trademarks

ADDITIONAL PERTINENT INFORMATION

	Yes	No
University seal permitted on products for resale:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alterations to seal permitted:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overlaid / Interspersed graphics permitted with seal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
University licenses consumables:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
University licenses health & beauty products:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
University permits numbers on products for resale:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mascot caricatures permitted:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cross licensing with other marks permitted:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Only golden eagles allowed, no bald eagles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO USE of "UA," "War Eagles," or "University of Auburn" allowed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
No fashion colors, tackle twill, or felt appliques are allowed to be sold at the mass channel of distribution.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VERY LIMITED USE of red or crimson depending on design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
UNIVERSITY REQUIRES A FINISHED SAMPLE OF ALL NEW PRODUCTS.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Restrictions
We allow some upscale merchandise. For approval, submit artwork and picture of product.

If processed cartridges to collect Aubie, then product must look like Aubie.

COLOR INFORMATION

You must use the approved university colors listed on this page. The colors on this page are not intended to match the PANTONE color standards. For the PANTONE color standards refer to the current editions of the PANTONE color publications. PANTONE is a registered trademark of PANTONE, Inc.

SCHOOL COLORS	PANTONE COLORS	THREAD COLORS
AUBURN ORANGE	PANTONE 172	MADERA 1078 RA 2467
AUBURN BLUE	PANTONE 289	MADERA 1243 RA 2847
AUBURN YELLOW (TIGER EYES ONLY)	PANTONE 108	WHITE
WHITE	WHITE	WHITE
AUBURN ORANGE		AUBURN YELLOW

NOTE: The marks of Auburn University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the indicia shown above, any indicia adopted hereafter and use or approved for use by AUBURN UNIVERSITY shall be deemed to be additions to the indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

Auburn University
License Agreement (Short Form)
License Agreement No.

LICENSE AGREEMENT

This Agreement is entered into as of the 1st day of October, 2006 by and between Auburn University (hereinafter referred to as the "University") and Auburn Spirit Foundation for Scholarships (hereinafter referred to as "Spirit Foundation").

1. Grant of License

Pursuant to the terms hereof, the University hereby grants a perpetual, royalty free, non-revocable and exclusive license to the Spirit Foundation for the use, and to sub-license the use, of its official trademarks and logo-marks as set forth on Exhibit "A" (hereinafter referred to as the "Marks") that have come to be associated with the University.

Use of the Marks by the Spirit Foundation under this license shall be limited to application of the Marks to the Spirit Foundation's affinity card program and the financial services products and programs offered by any contractor/sub-license in connection therewith.

The Spirit Foundation will submit, at the request of the Licensing Coordinator of the University, samples of its work for approval. Approval shall be based on quality of workmanship and accuracy of the Marks as reproduced by the Spirit Foundation. The Spirit Foundation agrees that it will not apply, or permit use of, the Marks in connection with products, services or merchandise that are in poor taste or that would negatively affect the image of the University.

2. Consideration

The mutual promises of the parties hereto.

3. Reporting

The Spirit Foundation agrees to provide the University an annual report listing any sub-licensee's to whom the Spirit Foundation has issued a license to use the Mark. Said report shall include a copy of any agreement between the Spirit Foundation and any Sub-licensee.

4. Liabilities


The Spirit Foundation agrees to hold University harmless from any and all liability, of whatever nature or description, arising out of or relating in any manner to the Spirit Foundation's use of the Marks as provided for in this agreement.

5. Term

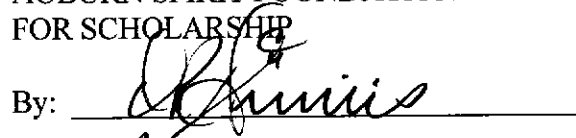
This Agreement shall take effect upon the effective date hereof and continue for so long as the Spirit Foundation shall be obligated to sub-license the Marks to its contractor/sub-licensee in connection with Spirit Foundation's affinity card program .

IN WITNESS WHEREOF the parties have executed this Agreement on the dates hereinafter written.

AUBURN UNIVERSITY

By: 
Executive Vice President
Title
September 29, 2006
Date

AUBURN SPIRIT FOUNDATION
FOR SCHOLARSHIP

By: 
PRESIDENT
Title
September 29, 2006
Date

09/29/2006 17:24 FAX

003

5. Term

This Agreement shall take affect upon the effective date hereof and continue for so long as the Spirit Foundation shall be obligated to sub-license the Marks to its contractor/sub-licensee in connection with Spirit Foundation's affinity card program .

IN WITNESS WHEREOF the parties have executed this Agreement on the dates hereinafter written.

AUBURN UNIVERSITY

AUBURN SPIRIT FOUNDATION
FOR SCHOLARSHIPS

By: _____

By: [Signature] _____

Title _____

Title PRESIDENT _____

Date _____

Date 9-29-06 _____

G:\CLIENTS\005791\Spirit Fdn\License: Agreement cc.wpd

APPENDIX B

AUBURN UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos seals and symbols.

AUBURN UNIVERSITY TIGERS



APRIL 28, 2006

PRIMARY MARKS

1 2 3 4

SECONDARY MARKS

5 6 7 8

9 10 11 12

13 14 15 16

17 18 19 20

VERBIAGE

Auburn University®
Auburn®
Auburn Tigers®
War Eagle®
Tigers™
AU™

Tiger Walk™
Plainsmen™
The Plains™
Toomer's Corner™
Plainsman Park™
Sambord Hall™

Beard-Eaves Memorial Coliseum™
Jordan-Hare Stadium™
Plainsman Park™
Sambord Hall™

LOCATION:
AUBURN, AL
MASCOT:
TIGERS
MASCOT NICKNAME:
AUBIE
CONFERENCE:
SOUTHEASTERN CONFERENCE

BATTLE CRY:
WAR EAGLE!
(Use icon in Golden Eagle named Tiger)
ESTABLISHED DATE:
CONFERENCE:
SOUTHEASTERN CONFERENCE

WORDMARKS

21 22 **AUBURN** 23 **AUBURN** 24 **AUBURN**

25 **AUBURN** 26 **AUBURN** 27 **AUBURN**

28 **TIGERS** 29 **TIGERS** 30 **TIGERS**

SCHOOL SEALS

31 32 33

Aubie not permitted at mass retailers

www.auburn.edu/trademarks

ADDITIONAL PERTINENT INFORMATION

Restrictions	Yes	No
University seal permitted on products for resale:		<input checked="" type="checkbox"/>
Alterations to seal permitted:		<input checked="" type="checkbox"/>
Overlapping / intersecting graphics permitted with seal:		<input checked="" type="checkbox"/>
University licenses consumables:	<input checked="" type="checkbox"/>	
University licenses health & beauty products:	<input checked="" type="checkbox"/>	
University permits numbers on products for resale:	<input checked="" type="checkbox"/>	
Mascot caricatures permitted:	<input checked="" type="checkbox"/>	
Cross licensing with other marks permitted:	<input checked="" type="checkbox"/>	
NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.		<input checked="" type="checkbox"/>
NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.		<input checked="" type="checkbox"/>
Only golden eagles allowed, no bald eagles.		<input checked="" type="checkbox"/>
NO USE of "UA," "War Eagles," or "University of Auburn" allowed.		<input checked="" type="checkbox"/>
No fashion colors, tackle twill, or felt appliques are allowed to be sold at the mass channel of distribution.		<input checked="" type="checkbox"/>
VERY LIMITED USE of red or crimson depending on design.		<input checked="" type="checkbox"/>
UNIVERSITY REQUIRES A FINISHED SAMPLE OF ALL NEW PRODUCTS.		<input checked="" type="checkbox"/>

Will show some upscale merchandise for apparel, sportswear, and picture of product

Will pass on caricatures to callie Aubie. These product must look like Aubie.

COLOR INFORMATION

You must use the approved university colors or the "PANTONE" colors listed on this page. The colors are not intended to match the PANTONE color standards. For the PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

SCHOOL COLORS	PANTONE COLORS	THREAD COLORS
AUBURN ORANGE	PANTONE 172	MADEIRA 1078
AUBURN BLUE	PANTONE 289	MADEIRA 1243
AUBURN YELLOW (TIGER EYES ONLY)	PANTONE 108	WHITE
WHITE	WHITE	WHITE
AUBURN ORANGE		AUBURN YELLOW

NOTE: The marks of Auburn University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the Indicia shown above, any Indicia adopted hereafter and use or approved for use by AUBURN UNIVERSITY shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

**SERVICES AGREEMENT
AUBURN SPIRIT FOUNDATION FOR SCHOLARSHIPS**

This Services Agreement is entered into as of the 1st day of October, 2006 (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 AUBURN SPIRIT FOUNDATION FOR SCHOLARSHIPS, a non-profit association having its principal place of business in Auburn, Alabama (“**Foundation**”), for themselves, and their respective successors and assigns.

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:

“**Affinity Agreement**” means the agreement between Foundation and Bank of even date herewith, wherein the Foundation licenses the Bank certain intellectual property.

“**Agreement**” means this agreement and Schedule A.

“**Credit Card Account**” means a credit card account opened in response to marketing efforts made pursuant to the Program. “**Alumni Credit Card Account**” means a Credit Card Account opened by an individual that is not a student of Auburn University. “**Student Credit Card Account**” means a Credit Card Account opened by a student of Auburn University.

“**Compensation**” means the compensation paid to the Foundation as set forth in Schedule A of the Services Agreement.

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

“**Financial Service Product**” means any credit card program, charge card program, debit card program, deposit program and travel and entertainment card program. Financial Service Product shall not include programs which create advertising relationships on store one time use gift cards with such vendors as retail store owners (e.g. Retail promotions such as Lowes or bookstore gift cards which contain the University Trademarks).

“**Foundation Affiliate**” means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Foundation.

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

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

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

“Mailing List” means an updated and current list and/or magnetic tape (in a format designated by BANK) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or reasonably selected membership characteristics.

“Member” means those individuals, friends, former and present students, as well as Alumni Association members and/or other potential participants mutually agreed to by Foundation and BANK.

“Program” means those programs and services of the Financial Service Products and the BANK’s revolving loan programs known as Gold Option or Gold Reserve Accounts which BANK agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

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

“Royalties” means the compensation paid to the Foundation in exchange for the use of the University or Foundation Trademarks, as set forth in Schedule A of the Affinity Agreement.

2. RIGHTS AND RESPONSIBILITIES OF FOUNDATION

- (a) Foundation agrees that during the term of this Agreement it will endorse the Program exclusively and that neither Foundation nor any Foundation 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 organization other than BANK; and (ii) 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. Notwithstanding anything else in this Agreement to the contrary, Foundation may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Foundation of said financial institution or advertising for a Financial Service Product. Notwithstanding the above, the Foundation may solicit proposals for program offers or discuss with any organization providing a Financial Service Product within the one year period prior to the end of the current term.
- (b) Foundation agrees to provide BANK with such information and assistance as may be reasonably requested by BANK in connection with the Program.
- (c) Foundation authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program, so long as BANK complies with all laws and regulations related to student and former student privacy that are applicable to BANK.
- (d) Within thirty days following the request of BANK, Foundation will provide BANK with the Mailing List free of any charge; provided, however, that Foundation will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Foundation not provide his/her personal information to third parties. In the event that BANK incurs a cost because of a charge assessed by Foundation or its agents for an initial Mailing List or an update to that list, BANK may deduct such costs from Compensation due Foundation. Foundation will provide the first Mailing List, containing at least 175,000 non-duplicate names, with all corresponding information, as soon as possible but no later than thirty days after Foundation's execution of this Agreement.
- (e) Foundation will, and will cause any Foundation 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 Foundation. Notwithstanding the above, Foundation 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 Foundation. Any correspondence received by Foundation that is intended for BANK (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the BANK account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by BANK.

- (f) The Foundation will develop, finance and provide Bank with the following marketing opportunities:
 - a. A minimum of two Jumbotron commercials at each University football and basketball games played at the University;
 - b. One full-page advertisement, starting in 2007, shall be placed in the University football program;
 - c. One full page advertisement shall be placed in each quarterly Tiger Roar magazine; and
 - d. Inclusion of Program offers shall be placed in at least three (3) season ticket holder e-mails for all major sports.

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 with regard to the Program. Foundation reserves the right of prior written approval pursuant to its right in Section 2(d) of the Affinity Agreement. BANK 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 Foundation.
- (c) BANK will bear all costs of producing and mailing materials for the Program.
- (d) BANK will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Foundation, and shall defend and indemnify Foundation should any Customer file an action against Foundation that relates to the Program and is attributable to an act or omission of the Bank and no other entity or person.
- (e) BANK will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not permit those entities handling these Mailing Lists to use them for any other purpose. Except as otherwise required by applicable law, BANK will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and will remain the sole property of Foundation. However, BANK may

maintain separately 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 own 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 Foundation or violate any federal law or regulation that are applicable to Bank.

4. REPRESENTATIONS AND WARRANTIES

- (a) Foundation and BANK 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 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.

5. COMPENSATION

- (a) During the term of this Agreement, BANK will pay Compensation to Foundation. Compensation will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Compensation then due will be made approximately forty-five days after the end of each calendar quarter.
- (b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, BANK will provide Foundation with a statement showing
- (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and

unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts; (ii) the Business Credit Card Account retail purchase transaction volume.

(c) Annual Bonus:

Within forty-five (45) days of the anniversary of the Effective Date and each annual anniversary thereafter during the term of the Agreement, Bank shall pay to Foundation an annual bonus in addition to Compensation based on the percentage increase of the total credit card outstanding balance (the "Total Outstanding Balance"). The ("Bonus Period") shall be measured over 12 consecutive months starting on October 1st and ending September 30th of the following year (for a total of 7 individual Bonus Periods during this Agreement). The annual bonus shall be paid based on the percentage loan growth achieved in each Bonus Period according to the graph below. The ("Minimum Baseline Level") is defined as the Total Outstanding Balance on September 30, 2006. No bonus shall be paid in any year in which the Total Outstanding Balances on the last day of the Bonus Period is not greater than the Minimum Baseline Level. The final bonus shall be paid, if earned, following the expiration of the initial term, notwithstanding any language to the contrary in this Agreement which expressly terminates obligations of the BANK following the termination of the Agreement.

Percent Loan Growth	Amount Paid to Foundation
3%	\$30,000
5%	\$100,000
7%	\$200,000
10%	\$225,000

Notwithstanding the foregoing, this Annual Bonus and any obligation of BANK hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1. (i) through (viii) in the Affinity Agreement and Foundation's compliance with Section 2(f).

- (d) Any GIP Accounts and Reward GIP Accounts will not qualify for any Compensation hereunder if a Royalty was received for such accounts under the Services Agreement

6. PROGRAM ADJUSTMENTS

BANK reserves the right to make periodic adjustments to the Program and its terms and features, provided that BANK agrees that the Foundation's prior written approval is required to add a new product to the Program. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other 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 Foundation will be permitted to disclose such Information (i) to their or to Auburn University’s 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 requested by any governmental regulatory authority. Upon termination of this Agreement, BANK will destroy the Mailing Lists in its possession and will confirm the destruction of such Mailing List to the Foundation.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2013. This Agreement will automatically extend at the end of the initial 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 and not more than three hundred and sixty-five (365) days, prior to the end of the then current term or renewal term, as applicable.

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 Foundation, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 will terminate sixty days after the Cure Period.
- (b) In the event of any uncured material breach of the Affinity Agreement by Bank or Foundation, the other party may terminate this Agreement by giving notice as provided herein to the breaching party.

- (c) If either BANK or Foundation 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. If any written agreement concerning a Financial Service Program between the parties is terminated, for whatever reason, then this Agreement shall terminate immediately (if the termination of the first agreement is by mutual consent of the parties, insolvency of a party or like event, or due to the expiration of its term), or terminate upon written notice to the other party from the party entitled to terminate the first agreement.
- (d) BANK agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Mailing Lists. However, BANK may conclude all solicitation that is required by law.
- (e) 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 Foundation or any Foundation Affiliate to the Members. Such approval will not be unreasonably withheld. So long as Foundation and/or University does not disparage Bank, its affiliates or their respective products and services, BANK agrees that the above mentioned notices may contain (although still subject to BANK's above-mentioned approval) a statement substantially as follows: "BANK and University/Foundation are no longer affiliated in any manner. Proceeds from the use of any credit card containing the name of BANK will no longer benefit University or Foundation."
- (f) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, Foundation agrees that neither Foundation nor any Foundation Affiliate will, by itself or in conjunction with others, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Foundation may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Foundation provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of BANK, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

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

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 3(c), 4(b) 7, 10(e) and 10(f).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 will for any reason be 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.

- (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 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to Foundation:

Auburn Spirit Foundation for Scholarships
317 South College Street
Auburn University, AL 36849

ATTENTION: Dr. Bob McGinnis, President

Fax #: (334) 844-4023

And with a copy to the following address and fax number:

Auburn University
101 Samford Hall
Auburn University, AL 36849

ATTENTION: Jon G. Waggoner, Esq., Special Counsel to the
President

Fax #: (334) 844-4575

- (2) If to FIA Card Services, N.A.:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Collegiate Sector Director

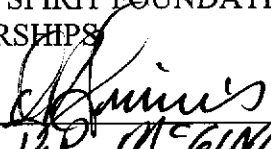
Fax #: (302) 432-0469

- (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.

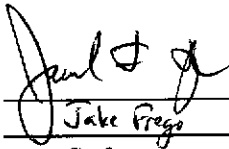
- (g) This Agreement, in conjunction with the Affinity Agreement entered into contemporaneously herewith, contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of BANK, which will not be unreasonably withheld, Foundation may not assign any of its rights or obligations under or arising from this Agreement. BANK may assign any of its rights or obligations under this Agreement to any other person without the prior consent of Foundation. 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 Foundation are independent contractors and 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 or another mutually agreed upon writing. By entering this Agreement the parties do not intend to create a legal partnership nor a joint venture.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than Foundation and BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party will 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 or other labor disputes, 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 will be deemed an original, but all of which together will constitute one and the same instrument.

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

AUBURN SPIRIT FOUNDATION FOR SCHOLARSHIPS

By: 
 Name: D.P. MCGINNIS
 Title: PRESIDENT
 Date: September 29, 2006

FIA CARD SERVICES, N.A.

By: 
 Name: Jake Frego
 Title: SVP
 Date: 10/12/06

SCHEDULE A

COMPENSATION ARRANGEMENT

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

ALUMNI GIP ACCOUNTS AND REWARD GIP ACCOUNTS

\$75.00 (Seventy five dollars) for each Alumni GIP Account and/or 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 consecutive days of the Alumni GIP Account's and/or Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Alumni GIP Accounts and Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**EMERGING CREDIT CARD ADDENDUM
TO THE AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 10 day of October, 2007, by and between Auburn Spirit Foundation for Scholarships ("Foundation"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Foundation and Bank are parties to an Affinity Agreement dated as of October 1, 2006, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of Foundation; and

WHEREAS, Foundation and Bank mutually desire to amend the Agreement to include the emerging credit program (as defined below) as another aspect of Foundation's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following definitions are hereby added to Section 1 of the Agreement as follows:

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

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
3. Schedule A of the Agreement is hereby amended by adding new Sections J and K, as set forth on Attachment #1, attached hereto and made a part hereof.
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.
5. 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.

**AUBURN SPIRIT FOUNDATION
FOR SCHOLARSHIPS**

By: 

Name: D.R. McGinnis

Title: PRESIDENT

Date: 10/10/07

FIA CARD SERVICES, N.A.

By: 

Name: DAVID E. SMITH

Title: SVP

Date: 1-16-08

Attachment #1

J. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

K. EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Reward Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging

Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.

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

**EMERGING CREDIT CARD ADDENDUM
TO THE SERVICE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 10 day of October, 2007, by and between Auburn Spirit Foundation for Scholarships ("Foundation"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Foundation and Bank are parties to an Service Agreement dated as of October 21, 2006, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of Foundation; and

WHEREAS, Foundation and Bank mutually desire to amend the Agreement to include the emerging credit program (as defined below) as another aspect of Foundation's Program under the Agreement;

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

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

2. The following definitions are hereby added to Section 1 of the Agreement as follows:

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

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

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

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

3. Schedule A of the Agreement is hereby amended by adding the new paragraphs as set forth on Attachment #1, attached hereto and made a part hereof.

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

to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

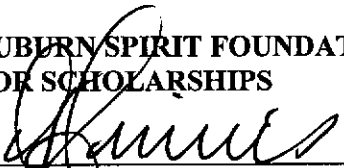
5. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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.

**AUBURN SPIRIT FOUNDATION
FOR SCHOLARSHIPS**

FIA CARD SERVICES, N.A.

By:



By:



Name:

D.R. McElvin

Name:

Kelly Kim

Title:

PRESIDENT

Title:

SVP

Date:

10/10/07

Date:

3/7/08

Attachment #1

EMERGING CREDIT CARD ACCOUNTS AND EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$25.00 (twenty five dollars) for each Emerging Credit Card 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 Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$25.00 (twenty five dollars) for each Emerging Credit Card 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 Emerging Credit Card Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 5th day of April, 2000 by and between Auburn Alumni Association ("AAA") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AAA and MBNA America are parties to an affinity agreement dated October 1, 1999, 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 AAA; and

WHEREAS, AAA and MBNA America mutually desire to add a business credit card product and to add a rewards product to the Credit Card Program.

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

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 this Agreement.

1. Business Credit Card and Plus Miles Credit Card Accounts:
 - a. The parties agree that BusinessCard and Plus Miles (as such products are more fully described on Attachments #1 and #2, respectively) are now part of the Program (as such product 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 BusinessCard and Plus Miles to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
 - b. AAA agrees to (i) exclusively endorse BusinessCard and Plus Miles; and (ii) not sponsor, promote, aid, advertise or develop loan programs similar to BusinessCard and Plus Miles. Subject to the foregoing, all other promises made by AAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard and Plus Miles.
 - c. During the term of the Agreement, AAA will receive the compensation set forth on Attachment #1, Section II for BusinessCard accounts opened pursuant to the Program and on Attachment #2, Section II for Plus Miles accounts. BusinessCard and Plus Miles compensation shall not affect any other compensation contained in

the Agreement or in this Addendum, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts or Plus Miles accounts.

2. Except as amended by this Addendum, including all Attachments, 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 the Addendum and the Agreement shall be governed by this Addendum.

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

AUBURN ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Betty M. DeMent

By: Michael Durroh

Name: Betty M. DeMent

Name: Michael Durroh

Title: Vice President for Alumni & Development

Title: SEVP

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a *Platinum Plus* business credit card account opened by an AAA Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card 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. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product name (*Platinum Plus for Business*), in its sole discretion, from time to time.

- A. There is NO Annual Fee for the *Platinum Plus for Business* Credit Card.
- B. The current annual percentage rate will be a fixed rate of 12.99% for the *Platinum Plus for Business* Credit Card.

II. COMPENSATION FOR BUSINESS CARD ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts. Compensation shall be calculated as set forth below:

0.20% (two-tenths of one percent) of each retail purchase transaction dollar volume generated by a Customer using a *Platinum Plus for Business* BusinessCard Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

Payment shall be made approximately 45 days after the end of each calendar quarter.

ATTACHMENT #2

I. TERMS AND FEATURES OF PLUS MILES CREDIT CARD ACCOUNTS

"Plus Miles Credit Card Account" means a *Platinum Plus* credit card account with a Plus Miles rewards program opened by an AAA Customer. The terms referenced below will be subject in all respect to the terms set forth in the credit card 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. Terms of the benefits will be stated in the benefits/rewards brochure supplied to each Customer. MBNA America reserves the right to change its product name in its sole discretion, from time to time.

- A. \$35.00 (Thirty-Five Dollars) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a fixed rate of 12.99%.
- C. Customers may be able to select credit insurance as a benefit.

II. COMPENSATION FOR PLUS MILES CREDIT CARD ACCOUNTS

Plus Miles Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to Plus Miles Credit Card Accounts. Compensation shall be calculated as set forth below:

- A. \$1.00 (One Dollar) for each new Plus Miles 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 Plus Miles Credit Card Account.
- B. \$1.00 (One Dollar) 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. 0.50% (one-half of one percent) of all retail transaction dollar volume generated using a Plus Miles Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. 0.50% (one-half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Plus Miles Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

III GIP ACCOUNTS

\$25.00 (twenty-five dollars) for each Plus Miles GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty, however such will qualify for items B, C and D appearing in Section II of this Attachment #2.

Payment shall be made approximately 45 days after the end of each calendar quarter.