

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and TENNESSEE TECHNOLOGICAL UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Cookeville, Tennessee (hereinafter referred to as "TTUAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means September 30, 1999, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, deposit services, and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of TTUAA plus other participants mutually agreed to by TTUAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the members.

- (h) "Trademarks means any logo, servicemark, tradedress, tradename, or trademark presently used or acquired by Tennessee Technological University during the term of this Agreement which is used by TTUAA.

2. **AGREEMENT TO PROVIDE SERVICES**

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate TTUAA with Royalties generated thereby, and TTUAA agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing Financial Services to Members.

3. **RIGHTS AND RESPONSIBILITIES OF TENNESSEE TECHNOLOGICAL UNIVERSITY ALUMNI ASSOCIATION**

- (a) TTUAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. TTUAA will not grant permission to use the Trademarks, nor sell, rent or otherwise make available the Mailing Lists to or for promoting any other Financial Services. TTUAA further agrees that during the term of this Agreement, no TTUAA controlled publication shall carry advertisements for any other Financial Services.
- (b) TTUAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) TTUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either TTUAA's Trademark or the endorsement of TTUAA, which shall not be unreasonably withheld or delayed.
- (d) TTUAA shall provide MBNA America with current and updated Mailing Lists free of charge.

- (e) TTUAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to TTUAA.
- (f) TTUAA warrants and represents that it has the right and power to grant MBNA America permission to use the Trademarks for use as contemplated by this Agreement. TTUAA hereby grants MBNA America limited, non-exclusive permission to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This permission to use the trademarks shall be transferred upon assignment of this Agreement. This permission shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by TTUAA during the term of this Agreement. Nothing stated in this Agreement prohibits TTUAA from granting to other persons the permission to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Services.
- (g) TTUAA shall provide MBNA America with a subscription without charge to any and all TTUAA publications.

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

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.

- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of TTUAA.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered. Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of TTUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or information received as a result of an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by TTUAA.
- (f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this agreement.

5. **ROYALTIES**

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

6. **RATES AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform TTUAA prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

7. **CONFIDENTIALITY OF AGREEMENT**

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

8. **TERMS OF AGREEMENT**

- (a) The initial term of this Agreement will be for a five (5) year period beginning September 30, 1994 until September 30, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless either party gives written notice to the other party of its intention not to renew at least ninety (90) days but no more than one hundred eighty (180) days, prior to the last date of such term or renewal term as applicable.

- (b) Schedule A and Schedule B is accurate as of August 31, 1994 and MBNA America shall not adjust the rate provisions of Schedule A and Schedule B for ninety (90) days from such date.
- (c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by TTUAA to the Members. Upon termination or expiration of this Agreement, TTUAA shall not take action with MBNA America or any other person to cause the removal of TTUAA's identification of Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

- (a) In the event of any material breach or default of this Agreement by MBNA America or TTUAA, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.
- (b) If either MBNA America or TTUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.
- (c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 8(c) of this Agreement, immediately

cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officer of all parties hereto.
- (b) The obligations in Sections ~~6 & 8~~ ^{7 & 8} shall survive any termination or expiration of this Agreement.
- (c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any right or any future rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:
- (i) If to Tennessee Technological University Alumni Association:

Tennessee Technological University Alumni Association
P O Box 5157
Cookeville, TN 38505

ATTENTION: Ms. Geeta W. McMillan
Executive Director

(ii) If to MBNA America:

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

ATTENTION: Mr. Howard C. Wallace
Executive Vice President

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

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, TTUAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of TTUAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) It is agreed and understood that MBNA America and TTUAA are not agents, representatives or employees of each other.
- (i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than TTUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

TENNESSEE TECHNOLOGICAL UNIVERSITY ALUMNI ASSOCIATION

Dated this 28th day

By: *John W. McMillan*

of September, 1994

Title: *Executive Director*

MBNA AMERICA BANK, N.A.

Dated this _____ day

By: *Harold C. Walker*

of _____, 1994

Title: *EVP*

SCHEDULE A

I. TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

- There is NO Annual Fee for Alumni Members.
- There is NO Annual Fee for the first year for Student Members.
- The Annual Fee when applied is : \$20.00 Preferred Credit Card Account

The current Annual Percentage Rate for Alumni will be a fixed rate of 16.9% or a variable rate of prime plus 8.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

The current Annual Percentage Rate for Students will be a fixed rate of 17.9% or a variable rate of prime plus 10.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

- There is NO Annual Fee for the first six (6) months for the Members.
- The Annual Fee for the second six (6) months, when applied, is \$7.50.
- Thereafter the Annual Fee, when applied, is \$15.00.
- The current Annual Percentage Rate is 16.9%.

C. GOLD OPTION ACCOUNTS

- There is NO Annual Fee for the Members.
- The current Annual Percentage Rate is 15.9%,

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

- \$1.00 for every new Credit Card Account opened by an Alumni Customer of TTUAA which remains open for at least ninety (90) days.
- \$1.00 for every new Credit Card Account opened by a Student Customer of TTUAA which remains open for at least ninety (90) days.
- \$1.00 each year a non-student Credit Card Account is renewed and remains open and active
- \$3.00 each year a Student Credit Card Account is renewed and an Annual Fee is paid by a Customer.
- .40 of 1% of all retail purchase transactions made by a non-student Member of TTUAA (net refunds and returns).
- .15 of 1% of all retail purchase transactions made by a Student Member of TTUAA (net refunds and returns).
- Provided TTUAA allows for the full implementation of program marketing (direct mail, telemarketing, and on campus promotions), MBNA America agrees to make a total payment of \$25,000 (twenty five thousand dollars) in year one upon implementation of the first full marketing campaign, as an advance against future royalties.
- TTUAA shall be guaranteed royalties as described in this subsection (1) of \$100,000 (one hundred thousand dollars) during the five years of the Agreement, payable at the end of the fifth year of the Agreement, beginning after the implementation of the first full marketing campaign if not previously earned through royalties, based on the following conditions.
 - A five (5) year Agreement is signed.
 - TTUAA will use best efforts to assist MBNA America in opening new accounts in the first three (3) years of the Agreement by guaranteeing to allow:
 - A minimum of two (2) direct mail and two (2) telemarketing campaigns to the marketable lists each year for the term of the Agreement.

- Direct Promotions will be given the ability to promote the credit card program "on campus" at major events as well as "on going" through tabling and postering.
- TTUAA must endorse the credit card program, the GoldReserve program, deposit programs, and the residential phone services as outlined in this Agreement.

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

TTUAA must endorse the credit card program, the GoldReserve program, deposit programs, and the residential phone services as outlined in this Agreement.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This amount will be paid annually within 60 days of the calendar year end.
- \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

- \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This amount will be paid annually within 60 days of the calendar year end.
- \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

SCHEDULE B

DEPOSIT SERVICES

A. RATES

I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- Customers receive a separate "Rate Advantage" above the DMF for balances exceeding \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of the DMF minus .25% or 5.25% per annum.
- Customers may write up to three (3) checks per statement cycle.
- Customers shall receive personalized checks free of charge (no charge for re-order and no minimum amount required per check).

II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

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

III. MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT

- All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor);
- Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.

- A minimum deposit of at least \$2,500 is required to establish each account.
- MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

B. ROYALTIES

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

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

**TERM EXTENSION ADDENDUM TO THE TENNESSEE TECHNOLOGICAL
UNIVERSITY ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 22nd day of March 1999 by and between Tennessee Technological University Alumni Association ("TTUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TTUAA and MBNA America are parties to an affinity agreement dated September 28, 1994, as amended by the letter agreement dated March 15, 1999 (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 TTUAA; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on September 30, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by deleting Section 1(f) in its entirety and replacing this with the following:
 - (f) "Member" means an undergraduate or graduate student of Tennessee Technological University (each a "Student Member") or a member of TTUAA or other potential participants mutually agreed to by TTUAA and MBNA America (each an "Alumni Member").
4. The Agreement is hereby amended by adding the following new subsections D and E to Schedule A., Section II:
 - D. ROYALTY ADVANCES.
 1. Within forty-five (45) days of September 30, 1999, MBNA America shall pay to TTUAA the sum of three hundred fifty thousand dollars (\$350,000) (the "First Advance"), as an advance against future Royalties, subject to the provisions set forth below. Within forty-five (45) days of September 30, 2000 and within forty-five (45) days of each September 30th thereafter, up through and including September 30, 2005, MBNA

America shall pay to TTUAA seventy five thousand dollars (\$75,000) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth set forth in this Addendum. The First Advance and the Subsequent Advances are referred to as the "Advances".) All Royalties accrued shall, in lieu of direct payment to TTUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to TTUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to TTUAA hereunder, and (y) TTUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the term;
- (ii) TTUAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; and
- (vi) Tennessee Technological University, the athletic department of the Tennessee Technological University, any departments of, or any department affiliated or associated with the Tennessee Technological University, enters into, endorses, sponsors or promotes any credit card program with any entity other than MBNA America.

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

E. ROYALTY GUARANTEE

TTUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than eight hundred thousand dollars (\$800,000) (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 TTUAA has not accrued \$800,000 in Royalties,

MBNA America will pay TTUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by TTUAA during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection D.1., above.

5. Section 11(b) of the Agreement is deleted in its entirety and replaced with the following: "The obligations of Sections 7 and 8(c) shall survive the termination or expiration of this Agreement."

6. In addition to TTUAA's obligations under the Agreement to exclusively endorse the Program, TTUAA agrees that during the term of this Agreement it will not market, or solicit proposals for programs offering, any Financial Services of any organization other than MBNA America.

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

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

TENNESSEE TECHNOLOGICAL UNIVERSITY ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Robert Lee Wray

By: Janice Richmond

Name: Lee Wray

Name: Janice Richmond

Title: Executive Director

Title: SEVP

Date: 3/22/99

Date: 4/20/99

**WORLD POINTS ADDENDUM
TO THE TENNESSEE TECHNOLOGICAL UNIVERSITY ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 4th day of May, 2005, by and between Tennessee Technological University Alumni Association ("TTUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TTUAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of TTUAA; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by TTUAA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. TTUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of TTUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, TTUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Upon termination or expiration of the Agreement, or any aspect of the Program, TTUAA shall not take action to cause the removal of TTUAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, TTUAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. TTUAA represents and warrants that TTUAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. 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 MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

**TENNESSEE TECHNOLOGICAL
UNIVERSITY ALUMNI ASSOCIATION**

By: Tracey N. Duncan
Name: Tracey N. Duncan
Title: Dir., Alumni Relations
Date: 5-24-05

MBNA AMERICA BANK, N.A.

By: Thomas W. Brooks
Name: Thomas W. Brooks
Title: Senior Executive Vice President
Date: 7/18/05

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (two tenths of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of June, 2006 by and between Tennessee Technological University Alumni Association ("TTUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, TTUAA and MBNA America, are parties to an agreement dated September 28, 1994, as the same has 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 TTUAA; and

WHEREAS, TTUAA and MBNA America mutually desire to extend the term of the Agreement, provide for a Customer List (as defined herein) and amend certain compensation provisions of the Agreement, and;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on September 30, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by adding the following new Section 12:

12. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide TTUAA with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to TTUAA, and may restrict any use by TTUAA of any Customer List or Customer Information which is provided by MBNA America to TTUAA, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

(b) TTUAA shall return to MBNA America each Customer List, in the same form as received by TTUAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, TTUAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or

reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to TTUAA may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to TTUAA. A violation of this Agreement is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (a) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

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

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

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by TTUAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Agreement, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, TTUAA agrees that MBNA America shall be entitled to

injunctive relief to prevent violation or further violation by TTUAA and/or its employees, volunteers, agents or representatives of this Agreement, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Agreement or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

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

4. Section II.A. of Schedule ^A of the Agreement is hereby deleted in its entirety and replaced with the following:

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A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the 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 Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (five tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Member 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% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Member Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

5. Sections II.D and II.E of Schedule A of the Agreement, as amended by the addendum dated March 22, 1999, are hereby deleted in their entirety and replaced with the following:

D. ROYALTY ADVANCES

1. Within forty-five (45) days of September 30, 2006, and within forty-five days of each September 30 thereafter, up to and including September 30, 2012, MBNA America shall pay to TTUAA the sum of one hundred thousand dollars (\$100,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to TTUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to TTUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to TTUAA hereunder, and (y) TTUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
 - (ii) TTUAA breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; and
 - (vi) Tennessee Technological University, the athletic department of the Tennessee Technological University, any departments of, or any department affiliated or associated with the Tennessee Technological University, enters into, endorse, sponsors or promotes any credit card program with any entity other than MBNA America.
2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to TTUAA in prior years, and pays TTUAA Royalties accrued by TTUAA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

E. ROYALTY GUARANTEE.

TTUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred thousand dollars (\$700,000) (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 TTUAA has not accrued \$700,000 in Royalties, MBNA America will pay TTUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by TTUAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent the non-occurrence of any of the conditions set forth in Subsection D.1., above.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

**TENNESSEE TECHNOLOGICAL
UNIVERSITY ALUMNI ASSOCIATION**

By: Tom Hamilton

Name: ALBERT T. (TOM) HAMILTON

Title: VICE PRESIDENT, UNIV. ADVANCEMENT

Date: 6/1/06

MBNA AMERICA BANK, N.A.

By: Jake Frego

Name: Jake Frego

Title: SVP

Date: 8/25/06

**DEPOSIT PROGRAM ADDENDUM TO THE
TENNESSEE TECHNOLOGICAL UNIVERSITY ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 7th day of February, 2008, (the "Addendum Effective Date"), by and between Tennessee Technological University Alumni Association ("TTUAA") and FIA Card Services, N.A., formerly known as MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, TTUAA and Bank are parties to that certain Agreement dated September 28, 1994 as the same has been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of TTUAA; and,

WHEREAS, TTUAA and Bank desire to clarify that money market deposit accounts and certificate of deposits accounts are Financial Service Products under the Agreement and part of TTUAA's Program, and otherwise mutually desire to amend the Agreement to include consumer deposit products, such as checking and savings accounts, checking accounts with debit card access, and money market deposit account and certificate of deposit account individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product, and (ii) as another part of TTUAA's Program under the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by TTUAA under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current

features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. TTUAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. TTUAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of TTUAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. TTUAA shall permit Bank to advertise the Deposits Program on TTUAA's home page and at other prominent locations within TTUAA's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g., a checking account with debit card). TTUAA will modify or remove such advertisements within twenty-four hours of Bank's request. Pages on the TTUAA websites available to Bank for advertising the Deposits Program shall include, without limitation, any "members only" or other restricted access pages.
6. During the term of the Deposit Program, TTUAA will receive the royalties set forth below in consideration for TTUAA's participation in the Deposits Program. Deposit Account royalties will not be paid to TTUAA on any existing deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below, or otherwise.
 - (a) \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding

transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

7. The royalties for Deposits set forth in Section 6 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Section 6 of this Addendum directly to TTUAA and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that TTUAA receives or may receive under the Agreement.
8. Notwithstanding anything contained in the Agreement to the contrary, TTUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using TTUAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless TTUAA consents to Bank's use of the Mailing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
9. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
10. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and TTUAA shall not take any action to cause the removal of, TTUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However,

upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to TTUAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by TTUAA.

11. Schedule B of the Agreement and any references in the Agreement thereto are hereby deleted in their entireties.
12. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
13. TTUAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by TTUAA or Bank, respectively as the case may be, or its directors, officers or employees.
14. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

**TENNESSEE TECHNOLOGICAL
UNIVERSITY ALUMNI ASSOCIATION**

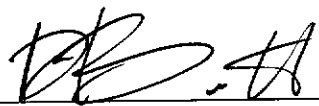
By: 

Name: J. Mark Hutchins

Title: VP Univ. Advancement

Date: February 7, 2008

FIA CARD SERVICES, N.A.

By: 

Name: DAVID BOOTH

Title: SVP

Date: 5.27.08