

**SECOND AMENDED AND RESTATED
AFFINITY AGREEMENT
LSU ALUMNI ASSOCIATION**

This Agreement ("**Agreement**") is entered into as of this 1st day of **July, 2016** (the "**Effective Date**") by and between **Bank of America, N.A.** (as successor to merger with FIA Card Services, N.A. f/k/a MBNA America Bank, N.A.), a national banking association having an office in Wilmington, Delaware ("**Bank**"), and **LSU Alumni Association**, a non for profit corporation having its principal place of business in Baton Rouge, Louisiana ("**LSUAA**", and collectively with Bank, "**Party**" or "**Parties**"), for themselves and their respective successors and assigns.

WHEREAS, LSUAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated July 1, 2011, as the same has been amended ("**Original Agreement**"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of LSUAA; and

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

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

1. DEFINITIONS AND RULES OF INTERPRETATION

(a) When used in this Agreement, the following initially capitalized words and phrases shall have the meanings ascribed to them as set forth below or in the section that defines them, whether used in the plural or singular, in any tense or part of speech, and regardless of gender:

"Activated Account" means a Credit Card Account which remains open for at least 90 consecutive days and that is utilized by the Customer within the first 90 consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

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

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

"Agreement" means this affinity agreement and Schedules A through B, as may be amended or supplemented from time to time.

"Applicable Law" means with respect to a Person any (i) federal, state, and local statutes (including GLBA, consumer protection laws, fair lending laws, and statutes, rules, regulations regulatory bulletins or guidance, or orders relating to or prohibiting UDAP, or UDAAP), regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing, in each case applicable to such Person.

"Consumer Complaint" means any submission (using whatever means or media) by or on behalf of a consumer (including a Member and Customer) that expresses dissatisfaction with, or communicate suspicion of wrongful conduct by, an identifiable entity related to a consumer's personal experience with any aspect of the Program, or a Financial Service Product and includes any written or oral statement expressing dissatisfaction about bank products, policies or services.

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

"Credit Card Program" means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

"Deposit Account" means a consumer deposit account opened pursuant to the Program.

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

"ECOA" means the Equal Credit Opportunity Act (15 U.S.C. §1691 *et. seq.*) and its implementing regulation, Regulation B (12 C.F.R. Part 1002), as each are amended.

"Effective Date" has the meaning given such phrase in the preamble.

"Eligible Royalties" means all Royalties that accrue and are payable under Schedule A of the Agreement, with the exception of those Royalties that accrue and are payable pursuant to Section A.4, B.4, and C.4 of Schedule A.

"Event" has the meaning ascribed to such work in Section 11(e).

"Financial Service Product" means any credit card program, charge card program, debit card program, deposit program, travel and entertainment card program or the functional equivalent (e.g., digital wallet, or card-not-present transaction) of any product or service in the foregoing programs.

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

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

"GLBA" refers to the Gramm-Leach-Bliley Act and its implementing regulation, Regulation P (12 C.F.R. 1016.1 *et. seq.*), as each may be amended from time to time.

"Governmental Authority" means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction

over such Person. For the avoidance of doubt, with respect to the Bank, Governmental Authority includes the Bureau of Consumer Financial Protection (a/k/a Consumer Financial Protection Bureau) and the Office of the Comptroller of the Currency.

"Governmental Entity" means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

"Information" has the meaning ascribed to such word in Section 7 and shall be deemed to include Nonpublic Personal Information.

"Impact" has the meaning ascribed to such word in 5(b).

"LSUAA Affiliate" means any Affiliate of LSUAA.

"LSUAA Marketing Effort" has the meaning ascribed to such phrase in Subsection 10(a).

"LSUAA Services" means any duties or obligations of, or undertaken by LSUAA (including such services further delegated to or undertaken by any Representative pursuant to this Agreement or in furtherance of the Program (including LSUAA Marketing Efforts).

"LSUAA Trademark" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by LSUAA or any LSUAA Affiliate prior to or during the Term, including University Trademarks.

"Marketing List" means an updated and current list (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 other than student Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

"Member" means a member or prospective member of LSUAA and/or other potential participants mutually agreed to by LSUAA and Bank.

"Net Retail Spend" means with respect to a Credit Card Account in good standing, as of a given date of determination and for a given period of time, the aggregate net retail purchase transactions (in U.S. dollars) debited to a Credit Card Account, but excluding (i) transactions that relate to refunds, returns and/or unauthorized transactions, (ii) transactions that are cash advances or equivalents (e.g., bank cash advances, direct deposit cash advances, wire transfers, balance transfers, access checks, the purchase of wire transfers, person to person money transfers, money orders, bets, ATM withdrawals, off-track wagers, lottery tickets or transactions, or casino gaming chips), (iii) taxes, shipping and handling costs, and/or (iv) Credit Card Account fees, costs and charges (e.g., balance transfer fees, finance charges, late fees, overlimit fees, annual fees, returned check, cash advance transaction fees, credit insurance premiums, debt cancellations charges, non-product or service-related transactions).

"Nonpublic Personal Information" has the meaning ascribed to such phrase in 12 C.F.R. §1016.3(p) (1) and shall be deemed to include Accountholder Information; and all of which shall also be deemed the Bank's Information.

"Party" has the meaning ascribed to such word in the preamble.

"Person" means and includes an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, other business entity or a Governmental Entity (or any department, agency or political subdivision thereof).

"Premium Reward Account" means a Credit Card Account carrying a Premium Reward Enhancement.

"Premium Reward Enhancement" means a premium Reward Enhancement as provided through Bank and offered as part of the Program. A Premium Reward Enhancement may be marketed under a name (e.g., BankAmericard Cash Rewards™), as determined by Bank from time to time, in its sole discretion.

"Premium Reward GIP Account" means a Premium Reward Account opened pursuant to a GIP in which LSUAA complies with the GIP provisions of this Agreement.

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

"Program Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either Party (including its Affiliates) during the Term and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of one or more LSUAA Trademarks, with or without other elements.

"Representative" means, with respect to a Person, any employee, officer, director, or agent of such Person and in the case of a partnership, also includes general and limited partners thereof and further in the case of a limited liability company or corporation, also includes members of such company or corporation.

"Reward Account" means a Credit Card Account carrying a Reward Enhancement.

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

"Reward GIP Account" means a Reward Account opened pursuant to a GIP in which LSUAA complies with the GIP provisions of this Agreement.

"Royalties" means the compensation designated as such and set forth in SCHEDULE A.

"Term" has the meaning ascribed to such word in Section 8.

"UDAP" means any unfair, deceptive act or practice as informed by Section 5 of the Federal Trade Commission Act, as amended.

"UDAAP" has the same meaning ascribed the phrase "unfair, deceptive, or abusive act or practice under Federal law" as used in the Dodd-Frank Act, §1031, codified at 12 U.S.C. § 5531, as amended.

"University" means Louisiana State University and any office or department of, or affiliated or associated with, Louisiana State University, including but not limited to the athletic department and the office of student affairs of Louisiana State University.

"University Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the Term.

- (b) **Rules of Interpretation.** Except as otherwise expressly provided in this Agreement, the following rules shall apply hereto: (i) the singular includes the plural and the plural includes the singular; (ii) "or" is not exclusive and "include" and "including" are not limiting; (iii) a reference to any agreement or other contract includes any permitted modifications, supplements, amendments and replacements; (iv) a reference in this Agreement to a Section, schedule or exhibit is to the Section of or schedule or exhibit to this Agreement unless otherwise expressly provided; (v) a reference to a Section or paragraph in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said Section or paragraph; (vi) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause hereof; (vii) "days" means calendar days unless otherwise noted; (viii) to the extent this Agreement requires the mutual agreement, approval or consent of any matter by either or both Parties hereto, unless the text clearly indicates to the contrary, such agreement, approval or consent shall be granted or denied in such Party's reasonable business judgment; and (ix) to the extent this Agreement requires the agreement, approval or consent of one Party or the other, unless the text clearly indicates to the contrary, such agreement, approval or consent shall not be unreasonably withheld, conditioned or delayed.

2. RIGHTS AND RESPONSIBILITIES OF LSUAA

- (a) LSUAA agrees that during the Term it will endorse the Program exclusively and that neither LSUAA nor any LSUAA Affiliate, including the University, shall, by itself or in conjunction with others directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of LSUAA Trademarks or University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its marketing lists, 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; provided, however, the foregoing will not be deemed to prohibit the athletic department from promoting a credit card in connection with their existing agreement with another entity for a financial services program given that such program does not utilize the Marketing List and LSUAA Trademarks. In addition, if LSUAA or any LSUAA Affiliate sells any product or service, in connection with such sales, LSUAA shall not, and shall cause LSUAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, LSUAA may accept print or on-line (including Wi-Fi transmitted) advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by LSUAA of said financial institution or advertising for a Financial Service Product.
- (b) LSUAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) LSUAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, ATMs, telephone or any other means for participation in the Program.
- (d) LSUAA shall have the right of prior approval of the use of a LSUAA Trademark in Program advertising and solicitation materials to be used by Bank that contain a LSUAA Trademark; such approval shall not be

unreasonably withheld or delayed. If the Bank incurs a cost (e.g., the cost of reissuing new credit cards) because of a change in LSUAA Trademarks and is unable to use up inventory of collateral and similar materials, Bank may deduct such costs from any Royalties due LSUAA. If such costs exceed Royalties then due LSUAA, if requested by Bank, LSUAA shall promptly reimburse Bank for all such costs.

- (e) At least once annually and within 30 days of Bank's request, LSUAA shall provide Bank with its entire and complete Marketing List free of any charge; provided, however, that LSUAA shall not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that LSUAA not provide his/her personal information to third parties or who is under the age of eighteen at the time the information was collected. In the event that Bank incurs a cost because of a charge assessed by LSUAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due LSUAA. If such costs exceed Royalties then due LSUAA, if requested by Bank, LSUAA shall promptly reimburse Bank for all such costs. LSUAA shall provide the first Marketing List, containing the required information for at least one hundred thirty four thousand (134,000) non-duplicate alumni Member names and mailing addresses, as soon as possible but no later than 30 days after LSUAA's execution of this Agreement. With each delivery to Bank, LSUAA represents and warrants that the Marketing List has been prepared in accordance with Applicable Law, including but not limited to the ECOA and the GLBA.
- (f) LSUAA shall, and shall cause any LSUAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to LSUAA. Notwithstanding the above, LSUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to LSUAA. Any correspondence received by LSUAA that is intended for Bank (e.g., applications, payments, billing inquiries) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All reasonable overnight courier expenses incurred by LSUAA shall be paid by Bank.
- (g) LSUAA hereby grants Bank and its Affiliates a limited, exclusive license to use LSUAA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to LSUAA Trademarks, notwithstanding the transfer of such LSUAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. LSUAA shall provide Bank all LSUAA Trademark production materials (e.g., camera-ready art) required by Bank for the Program as soon as possible but no later than 30 days after LSUAA's execution of this Agreement. Nothing stated in this Agreement prohibits LSUAA from granting to other persons a license to use LSUAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products. LSUAA represents, warrants and covenants to Bank that it has the exclusive right to grant such license to the Bank for use as contemplated hereby. The foregoing sentence shall survive the expiration or earlier termination of this Agreement.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a LSUAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Subsection 2(h). LSUAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program and only to the extent consistent with this Agreement. LSUAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any LSUAA Trademark. Bank may use Program Trademarks that contain LSUAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but

only during the Term. The provisions of this Subsection 2(h) shall survive the expiration or earlier termination of this Agreement.

- (i) LSUAA shall maintain and execute policies and procedures reasonably designed to identify and report Consumer Complaints. By the close of business the day after receipt of any Consumer Complaint (not including weekends or holidays), LSUAA shall provide Bank with notice of each Consumer Complaint and all relevant documentation and information reasonably related thereto to the extent within the possession or control of LSUAA. LSUAA shall cooperate with and to the extent reasonably requested, assist Bank in the resolution and remediation of each Consumer Complaint. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.
- (j) For the avoidance of doubt, LSUAA shall be responsible for the full, faithful, complete, accurate and timely performance (in accordance with the terms and conditions of this Agreement) of all LSUAA Services.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop, maintain, and administer the Program for the Members.
- (b) Bank shall design all advertising, solicitation, and promotional materials used in the Program except for materials used in any LSUAA Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of LSUAA.
- (c) Bank shall bear all costs of producing and mailing materials for the Program except for materials used in any LSUAA Marketing Effort.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of LSUAA.
- (e) Bank shall use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and shall not permit those entities handling the Marketing Lists to use them for any other purpose. Bank shall have the sole right to designate Members on these Marketing Lists to whom promotional material shall or shall not be sent. These Marketing Lists are and shall remain the sole property of LSUAA. However, Bank may maintain separately and shall own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and shall not be subject to this Agreement; provided however that Bank shall not use this separate information in a manner that would imply an endorsement by LSUAA.
- (f) Subject to Applicable Law, Bank has the right to place LSUAA Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. LSUAA shall have approval of the use and appearance of LSUAA Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor (ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of LSUAA or a LSUAA Affiliate for such gifts or premiums. LSUAA waives such payments from any third party (ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or

premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.

- (g) Notwithstanding anything contained in the Agreement to the contrary, LSUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "**Bank Products**") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using LSUAA's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless LSUAA consents to Bank's use of the Marketing Lists for such purposes. "**Deposits Offers**" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) LSUAA and Bank each represents and warrants to the other Party that as of the Effective Date:

- (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; and,
- (v) The execution, delivery and performance of this Agreement by such Party shall not constitute a violation of Applicable Law.

- (b) LSUAA represents and warrants to Bank as of the Effective Date, throughout the Term and during any period thereafter that LSUAA Trademarks remain in use hereunder, that: (i) LSUAA has the right and power to license LSUAA Trademarks to Bank for use as contemplated by this Agreement (as defined in Section 11(d)); and (ii) LSUAA shall provide the Marketing List(s) to Bank for the promotion of the Program. LSUAA shall indemnify, defend and hold harmless Bank, its Affiliates (including their respective Representatives) and all of their successors and assigns, from and against all liability, causes of action, and claims, and shall reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the LSUAA Trademarks license or sublicense, as the case may be, granted herein or from Bank's use of LSUAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each Party shall promptly notify the other Party upon learning of any claims or complaints relating to the license or the use of any LSUAA Trademarks or Marketing Lists. The provisions of this Section 4(b) shall survive the expiration or earlier termination of this Agreement.

- (c) LSUAA represents and warrants as of the date hereof and throughout the Term that neither it nor its subcontractors (and its and their respective Representatives, and its and their Agents) is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is LSUAA, or its Representatives or subcontractors located, organized or resident in a country or territory that is the subject of Sanctions. LSUAA represents and warrants that neither it nor its Representatives and subcontractors has or during the term of this Agreement will violate any Sanctions. LSUAA represents and warrants that neither it nor its subcontractors (or its and their respective Representatives, or its and their Agents) will use this Agreement or any of the benefits obtained hereunder to fund or engage in any activities with any Person or in any country or territory, that, at the time of such funding or activity, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions. The provisions of this Subsection 4(c) shall survive the expiration or earlier termination of this Agreement.
- (d) Throughout the Term LSUAA shall and shall cause its respective Representatives to provide LSUAA Services in accordance with the terms and conditions of this Agreement, Applicable Law (as applied to Bank and LSUAA), and Bank's instruction. The provision of this Subsection 4(d) shall survive the expiration or earlier termination of this Agreement.

5. ROYALTIES

- (a) During the Term and subject to the terms and conditions of this Agreement Bank shall pay Royalties as described in SCHEDULE A to LSUAA. No compensation or payments shall be paid to LSUAA until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in SCHEDULE A, payment of Royalties then due shall be made approximately 45 days after the end of each calendar quarter.
- (b) If at any time during the Term any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a *de minimis* adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("**Impact**"), then Bank may notify LSUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within 30 business days after LSUAA's receipt of Bank's notice, the Parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to LSUAA, upon 90 days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Subsection 5(b), such terminated program remains subject to the applicable survival provisions, if any and any other Section that by its terms are meant to survive the expiration or earlier termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features (including the terms and features of the Financial Service Products offered pursuant to the Program).

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information, performance information and proprietary information provided by or on behalf of one Party to the other Party (or, to the extent applicable, its subcontractors or any of its or their respective Representatives) prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("**Information**") are confidential as of the date of disclosure. Such Information shall not be disclosed by such other Person to any other Person, except as permitted under this Agreement or as mutually agreed in writing. Bank and LSUAA shall be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (collectively, its "**Agents**") as necessary for the performance of their respective duties, provided that such Agents agree to treat the Information as confidential in the above described manner or (ii) as required by law or requested by any Governmental Authority. Notwithstanding the foregoing, the Party disclosing Information of the other Party to its Agents shall be liable for any breach of this Section 7 by its Agents. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. TERM OF AGREEMENT

- (a) The initial term of this Agreement shall begin on the Effective Date and end on June 30, 2023 ("**Initial Term**").
- (b) This Agreement shall automatically extend at the end of the Initial Term or any renewal term for successive two-year periods (each a "**Renewal Term**"; and together with the Initial Term, the "**Term**"), unless either Party gives written notice of its intention not to renew at least 90 and not more than 180 days, prior to the end of the then current Term.

9. STATE LAW GOVERNING AGREEMENT

This Agreement is governed by, and is to be interpreted and enforced in accordance with, the internal Laws of the State of Delaware applicable to contracts entered into and performed entirely within the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and excluded.

10. GROUP MARKETING

- (a) LSUAA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by LSUAA, including, but not limited to, any GIP ("**LSUAA Marketing Effort**"). LSUAA will give Bank sixty (60) days prior notice prior to engaging in any LSUAA Marketing Effort.
- (b) All GIP marketing materials will be coded by LSUAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle LSUAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, Credit Card Accounts opened from or arising out of marketing materials available to, or inquiries from Members

which do not contain or reference such coding will not be GIP Accounts and not eligible for any GIP Royalty.

- (c) Bank will have the right of prior approval of all marketing materials to be used in any LSUAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any LSUAA Marketing Effort. In furtherance of the above, LSUAA shall immediately discontinue any or all LSUAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. LSUAA will not deviate from the approved materials and plan for any LSUAA Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any LSUAA Marketing Effort or of supporting any LSUAA Marketing Effort will be promptly reimbursed by LSUAA upon demand.
- (e) LSUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act, GLBA, and the ECOA, with respect to any LSUAA Marketing Effort.
- (f) LSUAA will advertise all the products offered under the Program on LSUAA's home page, account profile pages and such other prominent locations within the internet site(s) of LSUAA as the parties shall mutually agree upon, all at LSUAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle LSUAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. LSUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, LSUAA will provide Bank with the ability to access any and all pages within the LSUAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.
- (g) During the term of this Agreement, LSUAA agrees to conduct on its own, at its expense and on an ongoing basis the following LSUAA Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, welcome kit e-mails; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging.
- (h) Subsections (c), (d), and (e) of this section shall survive the expiration or earlier termination of this Agreement.

11. TERMINATION

- (a) In the event of any material breach of this Agreement by either Party, the other Party may terminate this Agreement by giving notice to the breaching Party. This notice shall (i) include a description of the material breach; and (ii) state the Party's intention to terminate this Agreement. If the breaching Party does not cure or substantially cure such breach within 60 days after receipt of notice, as provided herein (the "**Cure Period**"), then this Agreement shall terminate 60 days after the Cure Period.
- (b) If either Bank or LSUAA:

- (i) commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws;
 - (ii) anyone commences an involuntary case against such Party under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
 - (iii) a court of competent jurisdiction appoints, or such Party makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for the Company or all or substantially all of its assets;
 - (iv) fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so;
 - (v) makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation; or
 - (vi) becomes insolvent in that its liabilities exceed its assets, then the other Party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank shall, except as set forth in Section 11(d) of this Agreement, cease to use LSUAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by Applicable Law. Upon the expiration or earlier termination of this Agreement, Bank shall not claim any right, title, or interest in or to LSUAA Trademarks or to the Marketing Lists. The provisions of this Subsection 11(c) shall survive the expiration or earlier termination of this Agreement.
- (d) Bank shall 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 or on behalf of LSUAA or any LSUAA Affiliate to the Members. Upon expiration or earlier termination of this Agreement, Bank shall have up to the greater of (i) 90 calendar days from the termination or expiration date or (ii) as soon as operationally reasonable by the Bank (the "**Wind-Down Period**") to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use LSUAA Trademarks in connection with existing Credit Card Accounts and Deposit Accounts and those opened during such period; and (iii) remove LSUAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. LSUAA shall not attempt to cause the removal of LSUAA Trademarks from any Person's credit devices, debit devices, checks or records of any Customer existing as of the latter to occur of (i) 90 days immediately following the expiration or earlier termination of the Term or (ii) the conclusion of the Wind-Down Period, and Bank shall have the right to use LSUAA Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion and issue credit cards bearing LSUAA Trademarks until such date. The provisions of this Subsection 11(d) shall survive the expiration or earlier termination of this Agreement.
- (e) If Applicable Law has or could have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("**Event**"), Bank may notify LSUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within 30 business days after LSUAA's receipt of Bank's notice, the Parties have not, for whatever reason, fully executed an addendum that is satisfactory to

both Parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to LSUAA, upon 90 days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Subsection 11(e), such terminated program remains subject to the Sections in the Agreement that by its express terms are meant to survive the expiration or earlier termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

- (f) For the one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, LSUAA agrees that neither LSUAA, University nor any LSUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, LSUAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by LSUAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members. The provisions of this Subsection 11(f) shall survive the expiration or earlier termination of this Agreement.
- (g) If ordered or requested to do so by any Governmental Authority, Bank may terminate this Agreement without further obligation or penalty upon reasonable prior notice to LSUAA effective as of the date specified in such notice or as required by such Governmental Authority.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended, modified or supplemented except by written agreement signed by the authorized agents of all Parties. Emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Subsection 12(a); provided, however that changes of address/person may be accomplished by plain body of an e-mail delivered as provided below in section 12(f).
- (b) This Agreement: (i) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof and thereof; (ii) collectively constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof; and (iii) supersede, merge, and integrate herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties (including the Original Agreement), whether oral or written, with respect to the subject matter hereof or thereof. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the Parties that survives the expiration or earlier termination of that agreement.
- (c) Notwithstanding anything to the contrary herein, no waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The provisions of this Subsection 12(c) shall survive the expiration or earlier termination of this Agreement.

- (d) Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.
- (e) It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or Governmental Authority to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- (f) To be valid for purposes of this Agreement all notices required by this Agreement must be in writing. Notices shall be deemed given (i) upon receipt if sent hand delivery, facsimile or nationally or internationally recognized overnight or express courier, (ii) 3 business days after mailing by registered or certified mail, postage prepaid, return receipt requested, (iii) at the time that notice of receipt is generated electronically by the recipient party opening the email (*i.e.*, request a read receipt, which some recipients might be able to ignore) or at the time that the sender can demonstrate electronically that the email has been delivered (*i.e.*, request a delivery receipt), or at such other time as the receiving party acknowledges receipt. To be valid for purposes of this Agreement, all notices must be addressed as follows:

(1) If to LSUAA:

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

ATTENTION: Mr. Cliff Vannoy
CEO

e-mail: cliff@lsualumni.org

(2) If to Bank:

Bank of America, N.A.
MS DE5-003-01-07
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Facsimile #: (206) 585-9732

- (3) Any Party may change the mail and e-mail addresses to which communications are to be sent by giving notice, as provided herein, of such change of address. Communication sent using e-mail properly addressed as required by this section shall be presumed properly sent

notwithstanding the receipt by the sender of an undeliverable notice or similar automated response.


- (g) Without the prior written consent of Bank, LSUAA may not assign any of its rights or delegate any of its 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 LSUAA. 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 performed, offered or provided by or through Bank's Affiliates.
- (h) Bank and LSUAA are not agents, representatives or employees of each other and neither Party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any Person other than the Parties hereto or to make or render any such other Person a third-party beneficiary of this Agreement, except to the extent that a Representative or an Affiliate of either Party or any officers, directors, agents, representatives or employees of a Party or its Affiliates has any rights (including a right to be indemnified) under this Agreement. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.
- (j) LSUAA recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, LSUAA agrees that it shall not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that LSUAA does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) Neither Party shall make any statement, whether written, oral or otherwise, to any Person which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, the Program or the Financial Service Products offered therein, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither Party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed Party ("*force majeure condition*"). The non-delayed Party shall have the right to terminate this Agreement if such force majeure condition endures for more than 120 days by providing the delayed Party with least 30 days prior written notice of such termination, which notice must be received by the delayed Party within 10 days after the expiration of the 120 day period.
- (m) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. The Parties agree that if a representative of each of the Parties signs this Agreement (whether manually or electronically) and transmits such Agreement to the other Party or Parties via facsimile or electronically transmitted portable document format, the Agreement shall be treated in all manner and respects as having an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of a Party, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party shall raise the use of a facsimile machine, electronic signature or electronic transmission in portable document

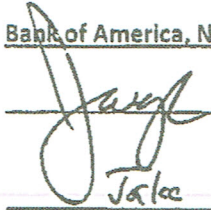
format or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission in portable document format as a defense to this Agreement and each such Person forever waives any such defense. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.

- (n) This Agreement is the product of negotiations between the Parties hereto and their respective counsel. No provision, Section or Subsection of this Agreement shall be read, construed or interpreted for or against either Party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.
- (o) LSUAA agrees to submit to and cooperate with (and to cause each LSUAA Affiliate (and its and their respective Representatives) to submit to and cooperate with) any Governmental Authority with jurisdiction over Bank, including but not limited to the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency, in connection with any examination or other supervisory activity by such Governmental Authority. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.
- (p) Neither any submission of this document by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this document has been fully executed and delivered between the Parties hereto, whereupon this document shall become the binding Agreement. Accordingly, any such submission or communications or correspondence between the Parties or their respective agents or attorneys is intended only as non-binding discussions, and either Party shall have the absolute right to withdraw from such discussions at any time without any liability whatsoever to the other Party.
- (q) Each Party hereto acknowledges and agrees that any controversy which may arise under this agreement or any related agreement is likely to involve complicated and difficult issues, and therefore each such Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury with respect to any litigation directly or indirectly arising out of or relating to this agreement or any related agreement, or the transactions contemplated by this agreement or any related agreement. Each Party hereto certifies and acknowledges that (a) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver, (b) such Party understands and has considered the implications of this waiver, (c) such Party makes this waiver voluntarily, and (d) such Party has been induced to enter into this agreement and each related agreement by, among other things, the mutual waivers and certifications in this Subsection. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.
- (r) Except as expressly provided otherwise in this Agreement, no right or remedy herein conferred upon or reserved to either Party (including any termination pursuant to Section 11) is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under law or regulation, whether now or hereafter existing.
- (s) Except as expressly provided otherwise herein, neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Subsection shall not apply to or in any way limit the obligations of LSUAA's gross negligence or willful misconduct (or the gross negligence or willful misconduct of its subcontractors, and its and their respective Representatives).

- (t) Although the Parties do not intend that LSUAA shall receive, or the Bank shall provide Nonpublic Personal Information, LSUAA represents, warrants, and covenants that during the Term and for so long as LSUAA (or any of its Representatives, Subcontractors, or volunteers) has received any Nonpublic Personal Information regarding any consumer in connection with the Program, LSUAA shall and shall cause its Representatives, Subcontractors, and volunteers not to use or disclose such Nonpublic Personal Information and to otherwise comply with Applicable Law (including the GLBA) in connection therewith. LSUAA acknowledges that Bank has informed LSUAA that Nonpublic Personal Information includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available such as the fact that such consumers are Customers.

IN WITNESS WHEREOF, each of the Parties, by its representative (who represents and warrants to the other Party that he or she has the necessary authority to bind his or her respective Party), has executed this Agreement as of the Effective Date.

LSU Alumni Association
By: 
Name: Cliff Vannoy
Title: President & CEO
Date: 9-29-16

Bank of America, N.A.
By: 
Name: Jake Frigo
Title: Senior Vice President
Date: 10/7/16

SCHEDULE A

I. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account (other than a GIP Account) when it first becomes an Activated Account.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the immediately preceding twelve (12) months.
3. 0.50% (fifty basis points) of the Net Retail Spend generated by Customers using Credit Card Accounts (other than reward accounts).
4. \$100.00 (one hundred dollars) for each GIP Account opened when it first becomes an Activated Account. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. \$3.00 (three dollars) for each new Reward Account opened, when it first becomes an Activated Account. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Account for which the Annual Fee is paid by the Customer. If no Annual Fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all Net Retail Spend generated by Customers using Reward Accounts.
4. \$100.00 (one hundred dollars) for each Reward GIP Account opened when it first becomes an Activated Account. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. PREMIUM REWARD ACCOUNTS

Premium 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 Premium Reward Accounts.

1. \$3.00 (three dollars) for each new Premium Reward Account opened when it first becomes an Activated Account. This Royalty will not be paid for any account which, after opening, converts to a Premium Reward Account, or for any Premium Reward GIP Account.
2. \$3.00 (three dollars) for each Premium 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 Premium 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 Premium Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Premium Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.05% (five basis points) of all Net Retail Spend generated by Customers using a Premium Reward Account.
4. \$100.00 (one hundred dollars) for each Premium Reward GIP Account opened when it first becomes an Activated Account. Such Premium Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. DEPOSIT ACCOUNTS

Deposits Royalty compensation provisions will only apply to the Deposit Accounts set forth below and shall not apply to any other Deposit Account. Further, Deposit Royalties will not be paid to LSUAA on any existing deposit account that is converted to the Program.

1. \$10.00 (ten dollars) for each new checking Deposit Account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date.
2. An additional \$2.00 (two dollars) for every checking Deposit 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.

E. ROYALTY ADVANCES

1. Upon full execution of this Agreement, and within forty-five (45) days of each annual anniversary of the Effective Date in 2017 through and including 2020, Bank shall pay to LSUAA the applicable amount set forth in the chart below (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below.

Date	Amount
July 1, 2016	\$250,000.00
July 1, 2017	\$225,000.00
July 1, 2018	\$200,000.00
July 1, 2019	\$200,000.00
July 1, 2020	\$200,000.00

All Eligible Royalties accrued shall, in lieu of direct payment to LSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to LSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to LSUAA hereunder, and (y) LSUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Eligible 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 (v) 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) LSUAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least one (1) e-mail campaign to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and
- (v) Bank shall not be prohibited from conducting promotion campaigns at major LSUAA events during each consecutive twelve (12) month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to LSUAA in prior years, and pays LSUAA Eligible Royalties accrued by LSUAA over and above the Eligible 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.

F. ROYALTY GUARANTEE

LSUAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than one million seventy-five thousand dollars (\$1,075,000.00) (the "**Guarantee Amount**") by June 30, 2023, subject to the provisions set forth below. If on June 30, 2023, LSUAA has not accrued one million seventy-five thousand dollars (\$1,075,000.00) in Eligible Royalties, Bank will pay LSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LSUAA 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 E.1., above.

AMENDMENT

THIS AMENDMENT ("**Amendment**") is entered into as of this 1st day of June, 2017 ("**Amendment Effective Date**") by and between LSU Alumni Association ("**LSUAA**") and Bank of America, N.A. ("**Bank**", and together with LSUAA, "**Party**" or "**Parties**"), for themselves and their respective successors and assigns.

WHEREAS, LSUAA and Bank are parties to that certain Second Amended and Restated Affinity Agreement dated July 1, 2016, as the same may have been amended ("**Agreement**"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of LSUAA; and

WHEREAS, LSUAA and Bank mutually desire to amend the Agreement as provided for herein;

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

1. The above recitals are incorporated herein and deemed a part of this Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Delete Section F of Schedule A in its entirety and replace it with the following:

"F. ROYALTY GUARANTEE

LSUAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than one million seventy-five thousand dollars (\$1,075,000.00) (the "**Guarantee Amount**") by June 30, 2021, subject to the provisions set forth below. If on June 30, 2021, LSUAA has not accrued one million seventy-five thousand dollars (\$1,075,000.00) in Eligible Royalties, Bank will pay LSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LSUAA up to and including June 30, 2021 and all unrecovered 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 E.1., above.

3. This Amendment may be executed in any number of counterparts, each of which will be considered an original, and all of which will be deemed one and the same instrument. The Agreement, as amended by this Amendment, 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 will be valid and binding.

[Remainder of this page intentionally blank – signature page follows]

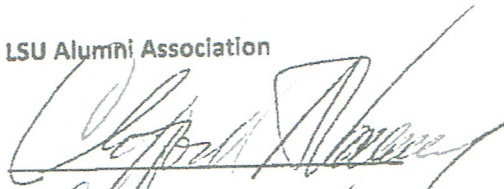
IN WITNESS WHEREOF, each Party hereto, by its representative, has executed this Amendment as of the Amendment Effective Date, and such Party and its representative warrant that such representative is duly authorized to execute and deliver this Amendment for and on behalf of such Party.

LSU Alumni Association

By:

Name:

Title:

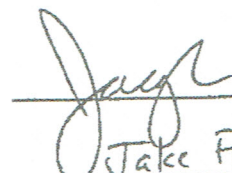

Clifford A Vannoy
President & CEO

Bank of America, N.A.

By:

Name:

Title:


Jake Frego
Senior Vice President

April 10, 2019

LSU Alumni Association
LSU Alumni Center
3838 W. Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Mr, Cliff Vannoy, CEO

Re: The Second Amended and Restated Affinity Agreement by and between, LSU Alumni Association ("LSUAA"), and Bank of America, N.A. (as successor by merger to FIA Card Services, N.A. formerly known as MBNA America Bank, N.A.) ("**Bank**") entered into as of the 1st day of July, 2016, as it has been amended (the "**Agreement**").

Dear Mr. Vannoy:

This constitutes notice pursuant to the Agreement that the notice address for the Bank has changed to:

Bank of America, N.A.
MS DE5-021-02-07
1000 Samoset Drive
Newark, DE 19713
ATTENTION: Contract Administration

Facsimile: 206-585-9732
e-mail: cadminis@bankofamerica.com

Please be guided accordingly.

Sincerely,



Bank of America, N.A.