

**ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement is entered into as of this 12th day of December, 2003, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION, an Arizona corporation having its principal place of business in Tempe, Arizona ("Alumni Association") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B, C, D, and E.
- (b) "Alumni Association Affiliate" means any entity controlling, controlled by or under common control with the Alumni Association, but excludes all departments of Arizona State University other than the Athletic Department.
- (c) "Alumni Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Alumni Association or any Alumni Association Affiliate during the term of this Agreement.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (e) "Customer" means any Member who is a participant in the Program.
- (f) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs and travel and entertainment card programs. This definition shall not include an installment loan program offered to Members for the sole purpose of consolidating outstanding government loans granted to pay for college expenses (e.g., a Stafford loan).
- (g) "MBNA Trademarks" means the trademarks of MBNA America depicted on Schedule E.
- (h) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available,

telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

- (i) "Member" means (i), undergraduate or graduate student of Arizona State University (each a "Student Member"); and (ii), alumni of Arizona State University, a member of the Alumni Association, friends, fans, ticket holders, and/or other potential participants mutually agreed to by Alumni Association and MBNA America (each an "Alumni Member").
- (j) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (k) "Royalties" means the compensation set forth in Schedule B.
- (l) "Trademarks" means the Alumni Association Trademarks and the Athletic Department Trademarks.
- (m) "Athletic Department" means the athletic department of Arizona State University.
- (n) "Athletic Department Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the Athletic Department during the term of this Agreement.
- (o) "Group Incentive Program " or "GIP" means any marketing or other program whereby Alumni Association conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (p) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.
- (q) "Travel Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
- (r) "Travel Reward Enhancement" means the frequent travel reward enhancement which may be marketed under another name (e.g., Plus Rewards). MBNA America reserves the right to change the Travel Reward Enhancement name(s), in its sole discretion, from time to time.

2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION

- (a) The Alumni Association agrees that during the term of this Agreement it shall, endorse the Program exclusively and that Alumni Association, any Alumni Association Affiliate, and the Athletic Department shall not, 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 MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for

promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of said financial institution or the advertised Financial Service Product. This Agreement does not preclude Desert Schools Credit Union ("Credit Union") from offering Financial Service Products to Members or Wells Fargo Bank from soliciting its Financial Service Products at the Wells Fargo Arena provided that: (1) the credit card programs, charge card programs or debit card programs offered by the Credit Union and/or Wells Fargo Bank and the advertisements and solicitations for such products do not utilize or bear a Trademark; and (2) neither Alumni Association nor the Athletic Department shall provide Mailing Lists to the Credit Union or to Wells Fargo Bank for the purpose of enabling the Credit Union or Wells Fargo Bank to solicit Members for credit card programs, charge card programs or debit card programs. *

(b) Alumni Association agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) Alumni Association authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements, and/or telephone for participation in the Program.

(d) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed; however, Alumni Association shall have a minimum of three (3) business days to grant such approval. In the event that MBNA America incurs a cost because of a change in the Trademarks required by Alumni Association (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Alumni Association. In the event such costs exceed Royalties then due Alumni Association, Alumni Association shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, Alumni Association shall provide MBNA America with Mailing Lists or an update to a Mailing List provided recently to MBNA America, free of any charge; provided, however, that Alumni Association shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Alumni Association not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Alumni Association. Alumni Association shall provide the initial Mailing List, containing at least two hundred and ten thousand (210,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Alumni Members and at least fifty five thousand (55,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Student Members as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement.

(f) Alumni Association shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Alumni Association. Notwithstanding the above, Alumni Association may not respond to individual inquiries about the Program from its Members on an individual basis and shall instruct all such individuals to contact MBNA America directly. Any correspondence received by Alumni Association that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) Alumni Association hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks depicted on Schedule D solely in conjunction with the Program, including the promotion thereof. Schedule D shall be deemed automatically amended without further action of the parties to include any additional Alumni Association design, image, visual representation, logo, service mark, trade dress, trade name, or trademark which Alumni Association approves for use by MBNA America in connection with the Program, and any intellectual property developed as a successor or replacement of, or as a modification to, any Trademark. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Alumni Association shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of Alumni Association at the then current rates. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle Alumni Association to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements within three (3) business days of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Alumni Association.

- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Alumni Association. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Alumni Association.
- (f) If MBNA America sends the Mailing List to National Change of Address Service ("NCOA"), then after MBNA America receives the Mailing List back from NCOA it will provide a copy of the updated Mailing List to Alumni Association; however, such updated Mailing List, if any, shall be provided no more than once a quarter.
- (g) MBNA America hereby grants Alumni Association a nonexclusive, nonassignable, nontransferable license to use the MBNA Trademarks solely for GIP.

4. REPRESENTATIONS AND WARRANTIES

- (a) Alumni Association and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Alumni Association represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Alumni Association Trademarks and to sublicense the Athletic Department Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. Alumni Association further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including the Athletic Department) that can use, license or sublicense the Athletic Department Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any Arizona State University athletic event (except as expressly provided for in the last sentence of Section 2(a)) in connection with any Financial Service Products.

(c) Alumni Association will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

(d) MBNA America represents and warrants to Alumni Association as of the date hereof and throughout the term of this Agreement that it has the right and power to license the MBNA Trademarks to Alumni Association for use as contemplated by this Agreement

(e) MBNA America will hold Alumni Association, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Alumni Association's reasonable and actual costs in connection therewith, arising from the MBNA Trademark license granted herein or from Alumni Association's use of the MBNA Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Alumni Association. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. Travel Reward Credit Card Accounts shall generate solely the Royalties specified in Schedule B, Section B hereof.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Alumni Association with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts

renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. ✓

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Alumni Association shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority provided that Alumni Association immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information 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 Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 11, 2011. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or Alumni Association, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure

such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or Alumni Association becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks and shall return all Mailing Lists in its possession within a reasonable time period after the effective date of termination. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law. Upon termination of this Agreement, Alumni Association shall cease to use the MBNA Trademarks. Alumni Association agrees that upon such termination it will not claim any right, title, or interest in or to the MBNA Trademarks.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Alumni Association to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Alumni Association shall not attempt to cause the removal of Alumni Association's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Alumni Association may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Alumni Association provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Alumni Association pursuant to any GIP. In that regard, Alumni Association shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Alumni Association to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by Alumni Association for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by Alumni Association pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Alumni Association pursuant to any GIP shall be deducted from any or all Royalty payments due Alumni Association under this Agreement.

(e) Subject to all of the requirements of conducting a GIP, Alumni Association shall specifically inform MBNA America of all of its proposed activities for a GIP before conducting such GIP or any activities thereunder. Alumni Association shall not conduct any specific activity without the prior approval of MBNA America. Alumni Association shall comply with all of MBNA America's instructions regarding a GIP and the activities thereunder; such instructions will be based upon the proposed activities described to MBNA America by Alumni Association. MBNA America's instructions shall be limited to the requirements of Truth in Lending Act, the Equal Credit Opportunity Act and other federal and Delaware banking laws and regulations. Alumni Association shall be responsible for compliance with other state and local laws and ordinances.

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 Alumni Association 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 Alumni Association, and may restrict any use by Alumni Association of any Customer List or Customer Information which is provided by MBNA America to Alumni Association, 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) Alumni Association shall return to MBNA America each Customer List, in the same form as received by Alumni Association within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, Alumni Association 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 Alumni Association 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 Alumni Association. 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. Alumni Association expressly acknowledges and agrees that Alumni Association has no property right or interest whatsoever in any Customer List. Alumni Association 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 Alumni Association shall keep in confidence and trust all Customer Lists. Alumni Association further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and Alumni Association 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) Alumni Association shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. Alumni Association shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. Alumni Association

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 Alumni Association from time to time. Alumni Association shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of Alumni Association who need such access to perform their duties for Alumni Association. In view of the confidential nature of the Customer List, Alumni Association warrants that Alumni Association 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 Alumni Association 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, Alumni Association agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by Alumni Association 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 Alumni Association 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, Alumni Association 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.

13. STATEMENT MESSAGES

Subject to MBNA America's approval rights set forth below, space availability, any legally required inserts, changes to the terms of the credit card agreements, changes to or termination of cardholder benefits, any contractual constraints, association required inserts or cardholder exclusion requests, MBNA America will offer to Alumni Association the opportunity four (4) times per calendar year to include statement messages on monthly billing statements sent to Customers who are in good standing and

two (2) times per year to include a statement insert with monthly billing statements sent to Customers who are in good standing .

The content of the statement message and statement insert (individually and collectively, the "Alumni Association Promotion") and its size, length, and weight must be previously approved in writing by MBNA America. To take advantage of any such opportunities, Alumni Association must inform MBNA America in writing and must develop, produce and deliver the Alumni Association Promotion, at its cost, to MBNA America within forty five (45) days prior to the month of the scheduled mailing date of the billing statement to enable MBNA America to review and approve the Alumni Association Promotion statement message and to place it on or in the cardholders' monthly billing statement. Increased postal expenses incurred by MBNA America due solely to inserting such statement inserts, shall be the responsibility of the Alumni Association.

Alumni Association agrees to indemnify and hold MBNA America harmless from and against any and all claims, causes of action, losses, costs or damages incurred or suffered by MBNA America (including reasonable attorneys' fees) arising from the Alumni Association Promotion, including, without limitation, the content thereof, or from the products and services offered therein.

14. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d), 10(e) and 12 (except MBNA America's obligation to provide Alumni Association with a Customer List) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Alumni Association:

ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION
P.O. Box 873702
400 East Tyler Mall
Tempe, Arizona 85287

ATTENTION: President and Executive Director

Fax #: 480-965-9002

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: 302-432-0262

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this 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.

(h) MBNA America and Alumni Association 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 expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Alumni Association and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

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

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

ARIZONA STATE UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: ROBERT SOZA

By: Jim Walker

Name: Robert Soza

Name: FRANK M WALKER

Title: INTERIM EXECUTIVE DIRECTOR

Title: SEVP

Date: 2/18/03

Date: 3rd March 03

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 11.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 14.99%.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. TRAVEL REWARD ENHANCEMENT

"Travel Reward Enhancement" means the Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is NO annual fee.
2. The current annual percentage rate will be a fixed rate of 11.99%.
3. The Travel Reward Enhancement may be marketed under another name (e.g. Plus Rewards) as determined by MBNA America from time to time, in its sole discretion.

C. GOLD RESERVE ACCOUNTS

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

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

4. The current annual percentage rate is 17.90%.
5. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
6. The customer may request more checks from MBNA America on a periodic basis.

D. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 13.99%.
3. Customers can request that checks be drawn upon a predetermined line of credit.
4. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
5. Monthly payments may be tailored to Customers' needs.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges (*e.g.* an account which (i) is not in default under the Credit Card Agreement; (ii) does not have a status code which blocks further charges (*e.g.*, overlimit, seriously delinquent, closed by grantor, closed by Customer, etc.); (iii) has at least one plastic which has been issued and validated; and (iv) has been issued to the person(s) who requested the Credit Card Account and such person(s) was the person(s) to whom MBNA intended to extend credit. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties due hereunder by MBNA America:

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.
2. \$1.00 (one dollar) for each Alumni 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student 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 Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. TRAVEL REWARD CREDIT CARD ACCOUNTS

Travel Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B, notwithstanding any other provision of this Agreement.

1. \$1.00 (one dollar) for each new Travel Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Travel Reward Credit Card Account.
2. \$1.00 (one dollar) for each Travel Reward Credit Card Account 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 Travel 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 Travel Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Rewards Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

E. DEPOSIT ACCOUNTS

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

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

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. ROYALTY ADVANCE

1. Within ten (10) business days of the Effective Date MBNA America shall pay to Alumni Association the sum of three million dollars (\$3,000,000) (the "First Advance"). Beginning on January 1, 2004, and on the first day of each calendar quarter thereafter, up through and including October 1, 2011, MBNA America shall pay to Alumni Association the sum of three hundred forty-eight thousand seven hundred and fifty dollars (\$348,750)

(each, a "Quarterly Advance" and together with the First Advance, each and "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and (y) Alumni Association 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) Alumni Association breaches any of its material obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least five (5) 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; and
- (vi) Arizona State University enters into, endorses, sponsors or promotes any credit card product, charge card product, or debit card product with any entity other than MBNA America except as expressly provided for in Section 2(a).

2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to Alumni Association in prior years, and pays Alumni Association Royalties accrued by Alumni Association 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.

H. ROYALTY GUARANTEE

Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than fourteen million one hundred and sixty thousand dollars (\$14,160,000) (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 Alumni Association has not accrued \$14,160,000 in Royalties, MBNA America will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association during the initial term of this Agreement and the amount of any unrecouped Advance. 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 G.1., above

I.. ACCOUNT BONUS

Provided that none of the conditions in this Schedule B, Section G.1.have occurred, within forty-five (45) days after the calendar quarter in which MBNA America has cumulatively opened seventy-two thousand (72,000) new Credit Card Accounts since December 12, 2003, MBNA America shall pay Alumni Association a one-time bonus of five hundred thousand dollars (\$500,000).

**ADDENDUM TO THE ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 30th day of January, 2004 by and between Arizona State University Alumni Association ("Alumni Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement dated December 12, 2003 (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Alumni Association 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. Section 1 of the Agreement is hereby amended by adding the following new subsections (s) and (t):
 - (s) "Existing Credit Card Account" means a credit card already existing as of the Effective Date which was opened by a Member in response to marketing efforts made pursuant to the Previous Agreement.
 - (t) "Previous Agreement" means the affinity agreement by and between MBNA America and Alumni Association dated December 31, 1993, which was terminated on December 10, 1998.
3. By approximately March 31, 2004, MBNA America will use its commercially reasonable efforts to review the Existing Credit Card Accounts to determine if such accounts meet MBNA America's reissue criteria. If an Existing Credit Card Account meets MBNA America's reissue criteria, such account will be converted to a Credit Card Account under the Program and after conversion will be eligible to receive the compensation set forth in Schedule B, Section A.2, A.3, A.4, and A.5, as applicable.
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.

ARIZONA STATE UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Diane B. McCarthy*

By: *James S. Murphy*

Name: DIANE B. MCCARTHY

Name: JAMES S. MURPHY

Title: PRESIDENT

Title: EVP

Date: 2/3/04

Date: 3/2/04

**ADDENDUM TO THE ARIZONA STATE UNIVERSITY
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of July 2007, by and between Arizona State University Alumni Association ("Alumni Association") and FIA Card Services, N.A., f/k/a MBNA America Bank, N. A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and Bank, are parties to that certain affinity agreement, dated as of December 12, 2003, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of Alumni Association; and,

WHEREAS, Alumni Association and Bank mutually desire to amend the Agreement.

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

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

2. Section 1(f) of the Agreement is hereby amended to include the following:

Financial Service Products shall not include checking accounts and debit card accounts offered to Members by the Credit Union using the Athletic Department Trademarks ("Credit Union Permitted Checking Account/Debit Card Program").

3. The last two sentences of Section 2(a) are hereby deleted and replaced with the following:

This Agreement does not preclude Desert Schools Credit Union ("Credit Union") from offering Financial Service Products to Members or Wells Fargo Bank from soliciting its Financial Service Products at the Wells Fargo Arena provided that: (1) the credit card programs or the charge card programs offered by Credit Union and/or the credit card programs, charge card programs or debit card programs offered by Wells Fargo Bank and the advertisements and solicitations for such products do not utilize or bear a Trademark except as provided herein; and (2) neither Alumni Association nor the Athletic Department shall provide Mailing List to the Credit Union or to Wells Fargo Bank for the purpose of enabling the Credit Union to solicit Members for credit card programs or charge card programs or Wells Fargo Bank to solicit Members for credit card programs, charge card programs or debit card programs except as provided herein. Notwithstanding anything else in the Agreement to the contrary, including this Addendum, the Alumni Association agrees that: (Y) for the Credit Union Permitted Checking Account/Debit Card Program it will only provide the Credit Union with a list of Members that are sourced by the Athletic Department and (Z) it will use its best efforts to ensure that the Athletic Department Trademarks used in the Credit Union Permitted Checking Account/Debit Card Program are not the same as the Athletic Department Trademarks used in the Program. If, however, after using its best efforts, the Athletic Department Trademarks used for the Credit Union's debit card are the same as the Athletic Department Trademarks used for the Program, the Alumni Association and Bank shall work together to ensure that the Credit Union's debit card is not likely to be confused by consumers with the appearance of any card offered under the Program, to the reasonable satisfaction of both parties.

4. Effective immediately, Section G of Schedule B of the Agreement is hereby modified by deleting every reference to three hundred forty-eight thousand seven hundred and fifty dollars (\$348,750) and replacing it with two hundred ninety-eight thousand seven hundred and fifty dollars (\$298,750).

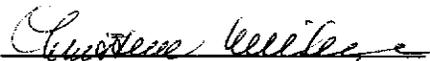
5. Section H of Schedule B of the Agreement is hereby modified by deleting every reference to fourteen million one hundred sixty thousand dollars (\$14,160,000) and replacing it with thirteen million two hundred sixty thousand dollars (\$13,260,000).

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.

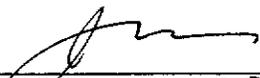
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

**ARIZONA STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: 
Name: CHRISTINE WILKINSON
Title: PRESIDENT
Date: 6-4-07

FIA CARD SERVICES, N.A.

By: 
Name: JOSEPH A. DESANTIS
Title: SVP
Date: 6/19/07

**DEPOSIT PROGRAM ADDENDUM
TO THE ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

JA
6/15/07

THIS ADDENDUM (the "Addendum") is entered into as of the 4th day of ~~April~~^{June}, 2007, (the "Addendum Effective Date") by and between ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION ("Alumni Association") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and Bank are parties to that certain Affinity Agreement dated as of December 12, 2003, as the same has been amended (the "Agreement") wherein Alumni Association licenses to Bank certain Trademarks for Bank's use in promoting Financial Service Products to Members; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Alumni Association 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 now a 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 those persons included on Mailing Lists provided by Alumni Association 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 its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank. Bank and its 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. Deposits will be subject to Bank's standard Deposit agreements. Alumni Association will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. Alumni Association agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of Alumni Association's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. For the sake of clarity, the parties have agreed that the exclusivity provided by the Alumni Association for Deposits shall not prohibit the Credit Union Permitted Checking Account/Debit Card Program. Pursuant to the Agreement, the Alumni Association agrees that for the Credit Union permitted Checking Account/Debit Card Program it or ASU will only provide the Credit Union with a list of Members that are sourced by the Athletic Department and the Credit Union may use certain Trademarks permitted by ASU; provided, however, Alumni Association and Bank will work together to ensure that the Trademarks used in the Credit Union Permitted Checking Account/Debit Card Program are not the same as the Athletic Trademarks used in the Program, including the Deposits Program. If, however, after using its best efforts, the Athletic Department Trademarks used for the Credit Union's debit card are the same as the Athletic Department Trademarks used for the Program, the Alumni Association and Bank shall work together to ensure that the Credit Union's debit card is not likely to be confused by consumers with the appearance of any card offered under the Program, to the reasonable satisfaction of both parties. Bank agrees that it shall comply with applicable laws in connection with the marketing of the Program to the Members as well as the administration of the Program.

5. During the term of the Deposit Program, Alumni Association will receive the Royalties set forth below for Alumni Association's participation in the Deposits Program. Section E of Schedule B (Royalty Arrangement) is hereby deleted in its entirety and replaced by the terms described in sub-sections (a) and (b) below. Deposit Account Royalties will not be paid to Alumni Association on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below or otherwise. Payments will be made to Alumni Association within forty-five (45) days after the end of each calendar quarter.
 - (a) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program.

 - (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.

(c) \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date.

(d) 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 the program, will receive the Bank's standard savings match under the program.

Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the 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 (such as gift cards and similar cards), and (v) any account fees or charges.

6. The royalties for Deposits set forth in Section 5 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.
7. Notwithstanding anything contained in the Agreement to the contrary, Alumni Association 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 Alumni Association'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 Alumni Association consents to Bank's use of the Mailing Lists for such purposes. "Deposit 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.
8. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and shall be co-terminus with the Agreement
9. Upon termination or expiration of the Deposits Program, Bank shall not be required to remove and Alumni Association shall not take any action to cause the removal of Alumni Association'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, Banks shall no longer use the Marks on Deposits 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 Alumni Association.

10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
11. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

ARIZONA STATE UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Christine Wicklind

By: Jacob Fregi

Name: CHRISTINE WICKLIND

Name: Jacob Fregi

Title: PRESIDENT

Title: SVP

Date: 6-4-07

Date: 6/15/07

**AUTO LOAN PRODUCT ADDENDUM TO THE
ARIZONA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 4 day of November, 2008, (the "Addendum Effective Date") by and between Arizona State University Alumni Association ("Alumni Association") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and Bank, are parties to an Affinity Agreement dated as of December 12, 2003, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of Alumni Association; and,

WHEREAS, Alumni Association and Bank mutually desire to amend the Agreement to include "Auto Loan Products", as defined below, as part of the Program.

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

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

2. Section 1 of the Agreement is hereby amended to include the following definitions:

"Auto Loan Account" means a direct purchase money installment loan secured by an Auto Loan Product which is opened pursuant to the Program

"Auto Loan Products" means new or used automobile or light truck loans.

3. The parties agree that Auto Loan Products are now part of the Program (as such Auto Loan Products and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Auto Loan Products to some or all of the Members, including without limitation those persons included on the Mailing Lists provided by Alumni Association under the Agreement. Bank may offer Auto Loan Products through an affiliate, including without limitation, Bank of America, N.A.

4. Notwithstanding anything in the Agreement to the contrary, Alumni Association hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks depicted on Schedule D of the Agreement in conjunction with the Auto Loan Products, including the promotion thereof. Bank's use of the Trademarks, which shall be at Bank's option, shall be subject to Alumni Association's review and approval rights set forth in Section 2(d) of the Agreement. This license shall be transferred upon assignment of the Agreement. This license shall remain in effect for the duration of this Addendum and shall apply to the Trademarks,

notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual.

5. Alumni Association agrees to exclusively endorse Auto Loan Products; and that neither Alumni Association, nor any Alumni Association Affiliate will, by itself or in conjunction with others, directly or indirectly 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, including Auto Loan Products, of any entity other than Bank. Subject to the foregoing, all of Alumni Association's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Auto Loan Products.

6. Alumni Association authorizes Bank, at no cost to Bank, to solicit for the Auto Loan Products through Alumni Association's home page and other prominent locations within the internet site(s) of Alumni Association. During the term of the Agreement, Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for an Auto Loan Product. Alumni Association will modify or remove such advertisements within three (3) days of Bank's request. To enable Bank to view all Auto Loan Product material, Alumni Association will provide Bank with the ability to access any and all pages within the Alumni Association internet site(s), including without limitation any "members only" or other restricted access pages.

7. Notwithstanding anything contained in the Agreement to the contrary, Alumni Association acknowledges and agrees that Bank may market any financial products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Auto Loan Products and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, an Auto Loan Product or Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. During the term of the Auto Loan Products Addendum, Bank will pay Alumni Association the following Auto Loan Account Royalty: .25% (twenty-five basis points) of the amount initially funded for each Auto Loan Account opened pursuant to the Program and which remains open for a least ninety (90) consecutive days. Auto Loan 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 Accounts in the Agreement will not apply to Auto Loan Accounts. Payments will be made approximately forty-five (45) days after the end of each calendar quarter. For the avoidance of doubt, Auto Loan Products shall not be eligible for GIP Royalties pursuant to the Agreement. All royalties that accrue for Auto Loan Accounts shall be paid directly to Alumni Association and shall not be applied against any Advance(s) Bank has paid to Alumni Association under the Agreement.

9. The term of this Addendum will begin on the Addendum Effective Date and end on the earlier of: (i) the first anniversary of the Addendum Effective Date, or (ii) upon the expiration or termination of the Agreement.

10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement relating to the Auto Loan Products apply equally to Bank of America, N.A. and its successors and assigns.

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

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

ARIZONA STATE UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Jennifer Holzman

By:



Name: Jennifer Holzman

Name:

David Booth

Title: Executive Director

Title:

SVP

Date: November 4, 2008

Date:

11-25-08

FIA CARD SERVICES*

Via Overnight Delivery

August 23, 2011

President and Executive Director
Arizona State University Alumni Association
P.O. Box 873702
400 East Tyler Mall
Tempe, Arizona 85287

Dear President and Executive Director:

I am writing to inform you that following a comprehensive review of the Arizona State University Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Affinity Agreement dated as of December 12, 2003, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 8 of the Agreement.

The Agreement's expiration date is December 11, 2011

We have appreciated your endorsement.

Sincerely,



Agnes Mikus-Hughes
Vice President
FIA Card Services, N.A.