

**AMENDED AND RESTATED  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 30 day of June, 1999 (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 CASE WESTERN RESERVE UNIVERSITY, an educational institution having its principal place of business in Cleveland, Ohio ("CWRU") for themselves, and their respective successors and assigns.

WHEREAS, CWRU and MBNA America are parties to an affinity agreement last dated March 3, 1994, as the same was amended by addendum dated February 9, 1995 (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of CWRU; and

WHEREAS, CWRU and MBNA America mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B, C and D.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs and related services.
- (e) "Licensed Trademark" means the Trademarks listed or referred to on Schedule D, including any intellectual property developed as a replacement of or a modification to such items.
- (f) "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.
- (g) "Member" means an alumni, employee, friend or trustee of CWRU, and/or other potential participants mutually agreed to by CWRU and MBNA America (each an "Alumni Member") or an undergraduate or graduate student of CWRU (each a "Student Member").

(h) "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.

(i) "Royalties" means the compensation set forth in Schedule B.

(j) "Telemarketing List" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics, other than (i) those Members who have notified CWRU of their desire not to receive solicitations by telephone from CWRU or third parties; and (ii) CWRU's Board of Trustees.

(k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by CWRU during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF CWRU

(a) CWRU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or market any Financial Service Products of any organization other than MBNA America; (ii) it will not 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) it will not 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, CWRU may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by CWRU of said financial institution or the advertised Financial Service Product.

(b) CWRU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program. The parties agree that MBNA America will test the solicitation of Student Members by telephone. If at any time there are any complaints received by CWRU concerning MBNA America's telemarketing solicitation efforts to the Student Members on the Mailing List, CWRU shall notify MBNA America of that fact. Upon notice, the parties shall communicate as soon as practicable to develop a plan and time frame for the improvement of such telemarketing efforts. IF CWRU is not satisfied with the proposed improvements, CWRU may withdraw its approval of such telephone solicitations to the Student Members and all such solicitations to the Student Members shall cease. MBNA America understands that due to postal regulations CWRU will not permit it to advertise in any CWRU publication mailed under non-profit postal rates.

(c) CWRU shall have the right of prior approval of all Program advertising and solicitation materials which contain CWRU's Licensed Trademark; such approval shall not be unreasonably withheld or delayed.

(d) Upon the request of MBNA America, CWRU shall provide MBNA America with Mailing Lists and Telemarketing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by CWRU or its agents for an initial Mailing List, Telemarketing Lists or an update to those lists, MBNA America may deduct such costs from Royalties due CWRU. The initial Mailing List shall contain at least one hundred three thousand (103,000) names with corresponding postal addresses and, when available, telephone numbers. The initial Telemarketing List shall contain at least seventy five percent (75%) of the names contained on the Mailing List.

(e) CWRU shall only provide information to 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 CWRU. CWRU may provide general information about the Program to Members provided such information does not include any information regarding the annual percentage rate, annual fee, other fees or any other information about the Program required to be disclosed under Regulation Z and such general information is consistent with the then-current marketing materials provided by MBNA America to CWRU. Notwithstanding the above, CWRU 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 MBNA America to CWRU. Any correspondence received by CWRU 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.

(f) CWRU hereby grants MBNA America and its affiliates a limited, non-exclusive license to use the Licensed Trademarks solely in conjunction with the Program, including the promotion thereof. 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 Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits CWRU from granting to other persons a license to use the Licensed Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(g) CWRU shall provide MBNA America with a subscription without charge to CWRU Magazine.

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

(i) If at any time during the term of this Agreement, CWRU is reorganized and such reorganization results in a Case Western Reserve foundation or Case Western Reserve Alumni Association, Case Western Reserve University's Office of Alumni or the athletic department of the Case Western University becomes a separate legal entity, then CWRU agrees that the

resulting new entity or entities shall be bound by the terms and conditions of this Agreement as if such new entity had been an original party to the Agreement.

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 CWRU.
- (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 CWRU.
- (e) MBNA America shall use the Mailing Lists and Telemarketing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists and Telemarketing 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, including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. These Mailing Lists and Telemarketing Lists are and shall remain the sole property of CWRU and may not be sold or otherwise disclosed to any third party except as necessary for performing the duties stated herein. 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 CWRU.
- (f) MBNA may utilize the services of any third party in fulfilling its obligation under this Agreement; however, MBNA America shall remain responsible for the performance of this Agreement.
- (g) MBNA America shall administer the Program in a manner that does not discriminate on the basis of race, religion, age, sex, color, handicap, disability, sexual orientation, political affiliation, national or ethnic origin, or status as a disabled veteran or veteran of the Vietnam era. The parties agree that a violation of this Section 3(g) shall not be deemed a breach of this Agreement unless and until a court of competent and final jurisdiction has determined that the Program discriminates based on any of the factors listed above.

#### 4. REPRESENTATIONS AND WARRANTIES

(a) CWRU 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) CWRU 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 Licensed Trademarks to MBNA America for use as contemplated by this Agreement. CWRU 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, resulting from MBNA America's use of the Licensed Trademarks in accordance with the terms of this Agreement. 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 Licensed Trademarks.

#### 5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to CWRU. Royalties will not be paid without a completed Schedule C. 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.

(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 CWRU with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume and cash advance and cash equivalent 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. MBNA America shall inform CWRU prior to each such adjustment.

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 CWRU 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.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2006. 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 CWRU, 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 CWRU 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 Licensed Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Licensed Trademarks or to the Mailing Lists and Telemarketing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America and CWRU shall have the right to prior review and approval of any written notice in connection with, relating or referring to the termination of this Agreement to be communicated by the other to the Members, provided, however, that such review and approval shall be limited in scope to the identification and elimination of any incorrect or disparaging information or remarks concerning any aspect of the Program and/or MBNA America. Such approval shall not be unreasonably withheld or delayed. Upon termination of this Agreement, CWRU shall not attempt to cause the removal of CWRU's identification or Licensed Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement. Upon termination of this Agreement, if CWRU so requests, MBNA America shall reissue upon expiration or within two (2) years, whichever comes first, each Member a new credit device which does not use any Licensed Trademark or other CWRU identification.

#### 11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 10(c), and 10(d) 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 CWRU:

CASE WESTERN RESERVE UNIVERSITY  
Office of University Attorney  
10900 Euclid Avenue  
Cleveland, Ohio 44106-7020  
Fax #: (216) 368-6872

(2) If to MBNA America:

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

ATTENTION: Division Manager,  
Group Administration/Sales

Fax #: (216) 545-4103

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, including, without limitation, the Original Agreement.

(h) MBNA America and CWRU 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 CWRU 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) MBNA America shall comply in all material respects with applicable federal and Delaware law with regard to the Program. CWRU shall comply in all material respects with applicable federal and state laws.

(1) 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.

CASE WESTERN RESERVE UNIVERSITY

By: *Nancy D. Suttentfield*

Name: Nancy D. Suttentfield

Title: Vice President for  
Finance and Administration

Date: 6-22-99

MBNA AMERICA BANK, N.A.

By: *John C. Richmond*

Name: JOHN C. RICHMOND

Title: SEVA

Date: 7/11/99

## 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 variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. For Student Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. 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) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (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)).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. ROYALTY ADVANCE

1. Within ten (10) business days of full execution of this Agreement by MBNA America, MBNA America shall pay to CWRU the sum of five hundred thousand dollars (\$500,000.00) (an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. Upon each annual anniversary of the Effective Date up through and including the Effective Date that occurs in 2005, MBNA America shall pay to CWRU the sum of two hundred and fifty thousand dollars (\$250,000.00) (each, an additional "Advance"), as an advance against future Royalties, subject to the provisions set forth set forth in this Addendum. All Royalties accrued shall, in lieu of direct payment to CWRU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to CWRU as set forth in the Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to CWRU hereunder, and (y) CWRU 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) CWRU terminates the Agreement prior to the end of the term as stated in this Agreement as of the Effective Date for any reason other than material breach by MBNA America;
- (ii) CWRU breaches any of its obligations under the Agreement and such breach is not cured in accordance with Section 10(a) of this Agreement;
- (iii) CWRU prohibits or otherwise prevents MBNA America from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) CWRU prohibits or prevents MBNA America from conducting at least four (4) telemarketing campaigns to the full updated Telemarketing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; and
- (vi) CWRU does not provide MBNA America with a full updated Mailing List and Telemarketing List at least four times in each consecutive twelve month period during the term of the Agreement, if so requested by MBNA America.

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

C. ROYALTY GUARANTEE

CWRU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million dollars (\$2,000,000.00) (the "Guarantee Amount") by the end of the full term, subject to the provisions set forth herein. If on the last day of the full term, CWRU has not accrued two million dollars (\$2,000,000.00) in Royalties, MBNA America will pay CWRU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by CWRU during term and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section B.1., above.

D. REDUCTION IN ROYALTY ADVANCE AND ROYALTY GUARANTEE

Notwithstanding Section B and C above in the event that during any calendar year, if MBNA America requests a full updated Mailing List (up to four in such period of time), and any Mailing List provided by CWRU contains less than one hundred and three thousand names (103,000), then MBNA America shall:

- (i) reduce the next Advance due to be paid to CWRU by the percentage of names that the total Mailing Lists provided in that previous calendar year were deficient for that entire year; and
- (ii) reduce the Guarantee Amount by the amount that a particular Advance was reduced.

For purposes of example only, if MBNA America requests three separate Mailing Lists from CWRU between January 1, 1999 and December 31, 1999, and two of the three Mailing Lists provided by CWRU to MBNA America during said period each contained 103,000 names, and the third Mailing List contained only 75,000 names, then if obligated to pay the Advance due on the Effective Date that occurs in 2000, pursuant to this Agreement, MBNA America shall reduce the amount of such Advance by nine percent (9%) (281,000 total names is 91% of the 309,000 total names requested by MBNA America during this period, CWRU would receive an Effective Date that occurs in 2000, Advance of \$227,500.00) and shall reduce the current Guarantee Amount by \$22,500, the difference between \$250,000 and the \$227,500.

**ADDENDUM TO THE CASE WESTERN RESERVE UNIVERSITY  
AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 22<sup>nd</sup> day of August, 2001, by and between Case Western Reserve University ("CWRU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CWRU and MBNA America are parties to an amended and restated affinity agreement dated June 30, 1999, as the same may have been amended (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, CWRU 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. MBNA America and CWRU understand and agree that as a result of the Undergraduate Student Government's resolution dated April 25, 2000, MBNA America is not presently authorized to solicit CWRU undergraduate students via telemarketing.
3. The first sentence of Section 8 of the Agreement is hereby amended by deleting "June 30, 2006" and replacing this with June 30, 2007.
4. CWRU will use good faith efforts to develop additional opportunities for MBNA America to market the Program to the undergraduate students of CWRU, including, but not limited to telemarketing campaigns.
5. During the extended term of the Agreement the parties hereto will work toward enhancing marketing channels
6. Upon execution of this Addendum, MBNA America will pay to CWRU the June 30, 2001 Advance and MBNA America's obligation to pay future Advances in accordance with the provisions and conditions of Schedule B and the Agreement will be reinstated. The parties acknowledge and agree that MBNA America is only obligated to pay Advances up through and including June 30, 2005.
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by

MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

CASE WESTERN RESERVE UNIVERSITY

By: *Rhonda I. Cross*

Name: *Rhonda I. Cross*

Title: Senior Vice President for  
Finance and Administration

Date: *8-22-01*

MBNA AMERICA BANK, N.A.

By: *Michael Davroh*

Name: *Michael Davroh*

Title: *SE VP*

Date: *October 17, 2001*

## GOLD OPTION ADDENDUM

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the <sup>25<sup>th</sup></sup> day of <sup>July</sup> 2002, by and among CASE WESTERN RESERVE UNIVERSITY ("CWRU") and MBNA America Bank, N.A. ("MBNA"), for themselves and their respective successors and assigns.

WHEREAS, CWRU and MBNA are parties to an affinity agreement dated June 30, 1999, as the same may have been amended (the "Agreement"), wherein MBNA provides certain financial services to certain persons included in certain lists provided to MBNA by or on behalf of CWRU; and

WHEREAS, CWRU and MBNA mutually desire to amend the Agreement to include MBNA's Gold Option product ("Gold Option"); (i) as financial services provided by MBNA and (ii) as another part of the program under the Agreement ("Program").

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

1. The above recitals are incorporated herein and deemed a part of this Addendum
2. The parties agree that Gold Option (as such product is more fully described in Attachment #1) is now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA, in its sole discretion). MBNA may, at its option, offer Gold Option to some or all of the persons included on the lists provided by CWRU under the Agreement.
3. CWRU agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a revolving line of credit loan program similar to Gold Option during the term of this addendum. Subject to the foregoing, all of CWRU's promises arising from its exclusive arrangements with MBNA in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, CWRU will receive the royalties set forth on Attachment #1, for Gold Option Accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts.
5. Subject to the other provisions of the Agreement, CWRU hereby grants to MBNA a limited, non-exclusive license to use the CWRU Trademarks in connection with Gold Option, including without limitation the promotion thereof.
6. 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. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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.

CASE WESTERN RESERVE UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Rhonda I. Gross

By: Michael Durroh

Name: Rhonda I. Gross

Name: Michael Durroh

Title: Senior VP of Finance  
and Administration

Title: SEVP

Date: 7-17-02

Date: July 25, 2002

## ATTACHMENT #1

### I. Description

These descriptions are subject in all respects to the agreement to be entered into between MBNA and each customer, as the same may be amended from time to time. Further, these descriptions may be adjusted or amended by MBNA from time to time.

#### A. Gold Option

- 1) Gold Option is a no annual fee revolving line of credit product.
- 2) Customers can request that checks be drawn upon a predetermined line of credit.
- 3) MBNA issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- 4) Monthly payments may be tailored to customer's monthly needs.
- 5) The current annual percentage rate is as low as 11.99%.

### II. Royalties

#### A) Gold Option:

- 1) \$.50 for each Gold Option account opened pursuant to the Program which remain open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty five (45) days from the end of each calendar quarter.
- 2) .25% of the average of all month end outstanding balances (excluding transactions that relate to credits and unauthorized transaction) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- 3) \$2.00 for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

**PLUS REWARDS ADDENDUM  
TO THE CASE WESTERN RESERVE UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17<sup>th</sup> day of August, 2002, by and between Case Western Reserve University ("CWRU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

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

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

6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

CASE WESTERN RESERVE UNIVERSITY

MBNA AMERICA BANK, N.A.

By: Rhonda I. Gross

By: Michael Duroch

Name: Rhonda I. Gross

Name: Michael Duroch

Title: Senior VP of Finance and Administration

Title: SEVP

Date: 7-17-02

Date: August 6, 2002

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. \$0 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 11.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

### II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.25% (one quarter 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)).
- D. 0.25% (one quarter of one percent) of all cash advance and cash equivalent 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).

**TERM EXTENSION ADDENDUM  
TO THE CASE WESTERN RESERVE UNIVERSITY  
AMENDED AND RESTATED AFFINITY AGREEMENT**

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

WHEREAS, Case and Bank are parties to an Amended and Restated Affinity Agreement dated as of June 30, 1999, 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 Case; and

WHEREAS, Case and Bank mutually desire to extend the term of the Agreement and make certain other amendments contained herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on June 30, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following defined terms are hereby amended to read in their entireties as follows:

"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 Bank as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by Bank as an alumni application.

"Financial Service Product" means credit card programs and related services. Notwithstanding the foregoing the definition of Financial Service Product shall not include procurement card programs, corporate card programs or travel and entertainment card programs utilized by faculty and/or staff of Case for the sole purpose of conducting business for or on behalf of Case.

“Mailing List” means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) of all Alumni Members who are at least eighteen years of age, segmented by zip codes or reasonably selected membership characteristics.

“Telemarketing List” means updated and current lists and/or magnetic tapes (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and telephone numbers of Alumni Members segmented by zip codes or reasonably selected membership characteristics, other than (i) those Alumni Members who have notified Case of their desire not to receive solicitations by telephone from Case or third parties; and (ii) Case’s Board of Trustees.

4. Section 1 of the Agreement is hereby amended to include the following new terms and their meanings:

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

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

5. Section 2(b) is hereby deleted in its entirety and replaced with the following new Section 2(b):

“2(b) Case authorizes Bank to solicit Alumni Members for participation in the Program as follows: by mail, direct promotion, advertisements, telephone, Internet (subject to the terms and conditions of Section 2(j) of the Agreement) and/or any mutually agreed upon e-mail campaigns or other mutually agreed upon methods of electronic communication. Notwithstanding anything contained in this Section 2(b) to the contrary, Bank understands that due to postal regulations, Case will not permit Bank to advertise in any Case publication mailed under non-profit postal rates.”

6. The Agreement is hereby amended by adding a new Section 2(j) to read in its entirety as follows:

“2(j) Case will permit Bank to advertise the Program at mutually agreed upon location(s) within the internet site(s) of Case free of any charge. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Case will modify or remove such advertisements as soon as practicable, but no later than seven (7) days after Bank’s request. Case will provide Bank with the ability to access any and all pages within the Case internet site(s) that display Program advertising.”

7. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1 attached hereto and incorporated herein by reference.

8. Section 5 and Section II of Attachment #1 of the Plus Rewards Addendum dated August 6, 2002 and Section 4 and Section II of Attachment #1 of the Gold Option Addendum dated as of July 25, 2002 are hereby deleted from the Agreement in their entireties.

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

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.

**Case Western Reserve University**

**FIA Card Services, N.A.**

By: \_\_\_\_\_

By: Jane F. [Signature]

Name: Hossein Sadid

Name: Jake Frigo

Title: Chief Financial & Admin Officer

Title: SVP

Date: \_\_\_\_\_

Date: 8/31/07

[Signature]  
Sally J. Staley  
Chief Investment Officer

Attachment #1

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Case a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

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

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.25% (twenty-five basis points) 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, bets, lottery tickets, or casino gaming chips)).
4. 0.25% (twenty-five basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

C. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 for each Gold Option Account opened pursuant to the Program which remains open for ninety (90) consecutive days. This Royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. This Royalty will be paid within sixty (60) days of the calendar year end.

3. \$2.00 for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This Royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

D. ROYALTY ADVANCE

1. Within forty-five (45) days of full execution of this Addendum, and upon each annual anniversary of the Effective Date through and including July 1, 2011, Bank shall pay to Case the sum of one hundred seventy-five thousand dollars (\$175,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Case, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Case as set forth in this Agreement. Notwithstanding the foregoing, but subject to the provisions of Subsection D.3, below, (x) Bank shall no longer be obligated to pay any additional Advances to Case hereunder, and (y) Case 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 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 terminates prior to June 30, 2012 for any reason other than Case's termination of the Agreement for material breach by Bank;

(ii) Case materially breaches any of its obligations under this Agreement, which breach is not cured within sixty (60) days after receipt of written notice of such breach from Bank (the "Cure Period"), *provided however*, that Bank shall not be obligated to pay any additional Advance that may become due during any applicable Cure Period unless and until Case has cured the applicable breach;

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

(iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Telemarketing List during each consecutive twelve month period during the term of the Agreement; or

(v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

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

Case over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

3. Notwithstanding anything contained in this Section D to the contrary, if Bank is prohibited or otherwise prevented from conducting any of the marketing activities with the frequency described in Clauses (iii) or (iv) of Subsection D.1, above, for any reason other than a reason caused by Case, then Bank's rights set forth in Clause (y) of Subsection D.1 shall be deemed inapplicable, and shall be of no force or effect against Case, with respect to the occurrence of one of the conditions set forth in Clause (iii) or (iv), as applicable.

E. ROYALTY GUARANTEE

1. Case shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than eight hundred seventy-five thousand dollars (\$875,000) (the "Guarantee Amount") from the Effective Date through and including June 30, 2012, subject to the provisions set forth below. If as of June 30, 2012 Case has not accrued \$875,000 in Royalties, Bank will pay Case an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Case from the Effective Date through and including June 30, 2012 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 D.1., above.

October 3, 2011

Mr. John F. Sideras – SVP Finance and CEO  
Case Western Reserve University  
Office of University Attorney  
10900 Euclid Avenue  
Cleveland, Ohio 44106-7020

**RE: The Amended and Restated Affinity Agreement by and between Case Western Reserve University (“CWRU”) and FIA Card Services, N.A. (“FIA”), entered into as of June 30, 1999, as the same has been amended (the “Agreement”)**

Dear Mr. Sideras:

It is my understanding that FIA and CWRU both desire to terminate the Agreement. To facilitate this termination we have prepared this letter (“Letter”) to be executed by both parties, setting forth the terms upon which FIA and CWRU agree to terminate the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Agreement shall be deemed terminated effective as of October 31, 2011 (the “Termination Date”). After the Termination Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement. FIA and CWRU agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution.

Notwithstanding anything to the contrary in the Agreement, FIA and CWRU agree that, as of the date this Letter has been fully executed, CWRU may solicit proposals for programs offering and/or discuss with any organization other than FIA the providing of any Financial Service Products of any entity other than FIA; provided, however, CWRU shall not, directly or indirectly, prior to the Termination Date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than FIA, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than FIA.

Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement, FIA will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from FIA’s marketing channels; (ii) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. CWRU shall not attempt to cause the removal of Trademarks from any person’s credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and FIA shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.

Within forty-five (45) days after the end of the first calendar quarter after the Termination Date, FIA shall pay any remaining Royalty compensation due to CWRU under the Agreement through and including the Termination Date. Thereafter, no compensation shall be due to CWRU.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement shall be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

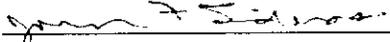
If you have any questions, please contact me at 302-432-6204.

Sincerely,

**Todd Seward**  
**Account Executive**

ACCEPTED AND AGREED:

CASE WESTERN RESERVE UNIVERSITY

BY: 

NAME: JOHN F SIDERAS

TITLE: CFO

DATE: 10-25-11

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: 

NAME: KRISTINA HAMMER-SUTT

TITLE: SVP

DATE: 11/16/11

cc: Robert C. Brown – Treasurer  
Christopher J. Vlahos –  
Associate Vice President – University Alumni Relations