

**THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
ALUMNI ASSOCIATION**

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (the "Agreement") is entered into by and between **MBNA AMERICA, BANK, N.A.** a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and **THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO ALUMNI ASSOCIATION**, having its principal place of business in San Francisco, California (hereinafter referred to as "UCSF") for themselves, their successors and assigns.

WHEREAS, UCSF entered into an agreement with Trans National Financial Services ("TNFS"), last dated March 17, 1987, as amended by an addendum between Maryland Bank, N.A., Trans National Group Services, successor in interest to TNFS ("TNGS"), and UCSF, last dated May 16, 1988, February 22, 1989, and October 31, 1989 (collectively, the "Original Agreement"); and

WHEREAS, MBNA America and TNFS Limited Partnership, a successor to TNFS and TNGS, have entered into an assignment agreement providing MBNA America with all of the rights and privileges associated with the Original Agreement' and

WHEREAS, MBNA America is responsible for the administration of the Financial Services (as hereinafter defined); and

WHEREAS, the parties wish to continue their relationship pursuant to this Agreement.

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

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this Agreement and Schedule A.

(b) "Anniversary Date" means February 15, 1997 or the final day of the term of any extension of this Agreement, whichever occurs later.

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

(d) "Financial Services" includes but is not limited to credit card programs, general bank card services, and deposit services.

(e) "Mailing Lists" means updated and current lists, magnetic tapes and/or diskettes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(f) "Member" means alumni and students of UCSF plus other participants mutually agreed to by UCSF and MBNA America.

(g) "Program" means those programs and services of the Financial Services MBNA America will offer from time to time to the Members.

(h) "Trademarks" means any logo, servicemark, tradename, or trademark presently used or acquired by UCSF during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

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

3. RIGHTS AND RESPONSIBILITIES OF UCSF

(a) UCSF agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. UCSF will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about current or potential Members in relation to or for promoting any other Financial Services. UCSF further agrees that during the term of this Agreement, no UCSF publication shall carry advertisements for any other Financial Services.

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with the (b) UCSF authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program ~~without~~ prior written approval of UCSF.

(c) UCSF shall have the right of prior written approval of all

Program advertising and solicitation materials to be used by MBNA America, which contain either UCSF's Trademark or the endorsement of UCSF, which shall not be unreasonably withheld or delayed.

(d) UCSF shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for a Mailing List, the cost shall be deducted from the Royalties earned by UCSF. UCSF may receive from MBNA, upon written request, the Mailing List with any updated information.

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(e) UCSF shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UCSF.

(f) UCSF warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UCSF hereby grants MBNA America a limited, non-exclusive license to use its 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 Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by UCSF during the term of this Agreement. Nothing stated in this Agreement prohibits UCSF from granting to other persons a license to use the Trademark in conjunction with the provision of any other service or product, except for any Financial Services.

(g) UCSF shall provide MBNA America with a subscription without charge to any and all UCSF publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of UCSF.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose or to disclose it to any other parties other than required to perform the obligations set forth herein. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of UCSF. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by UCSF.

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

UCSF and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by UCSF or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

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

MBNA shall provide UCSF with thirty (30) days prior written notice of its intent to increase annual fee or finance charges.

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a three (3) year period beginning February 15, 1994 until February 15, 1997. This Agreement will be automatically extended on the Anniversary Date or any subsequent expiration date for successive (1) one-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior to the Anniversary date or any subsequent expiration date, as provided herein.

(b) Schedule A is accurate as of December 31, 1993 and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by UCSF to the Members. Such review and approval shall be limited to those remarks which at MBNA's sole discretion may be deemed as erroneous or disparaging. Upon termination or expiration of this Agreement, UCSF shall not take action with MBNA America or any other person to cause the removal of UCSF's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of

the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach or default of this Agreement by MBNA America or UCSF, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or UCSF becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks and the Mailing Lists. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks and the Mailing Lists.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, and 9(c) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to UCSF:

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO ALUMNI
ASSOCIATION**
745 Parnassus
San Francisco, California 94143

ATTENTION: Mr. Mark Jordan
Executive Director

(ii) If to MBNA America:

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

ATTENTION: Mr. Terrance R. Flynn
Senior Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.

(h) No party may assign or transfer its rights and/or obligations under this agreement without the written consent of the other party; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

i. to any individual, corporation or other entity {other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "Affiliate")} pursuant to a sale as long as such prospective buyer has substantially similar Customer satisfaction standards as MBNA America; or

~~ii. to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or sale of all or substantially all the assets of MBNA America, or~~

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iii. to any Affiliate of MBNA America.

(i) It is agreed and understood that MBNA America and UCSF are not agents, representatives or employees of each other.

(j) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than UCSF and MBNA America, their successors and assigns, any rights or remedies under by reason of this Agreement.

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

**THE UNIVERSITY OF CALIFORNIA,
SAN FRANCISCO ALUMNI
ASSOCIATION**

Dated this 14 day
of _____, 1994
FEBRUARY

By: Mark A. Jordan

Title: EXECUTIVE DIRECTOR

MBNA AMERICA BANK N.A.

Dated this 6th day
of _____, 1994
September

By: J. Wallace

Title: Executive Vice President

- o \$12.00 for each year a Credit Card Account is renewed and an Annual Fee is paid by a Customer.
- o \$10.00 for every credit card account opened by a Member, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UCSF. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UCSF must be approved in writing by MBNA America prior to distribution.

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

**ADDENDUM TO
THE UNIVERSITY OF CALIFORNIA AT SAN FRANCISCO
ALUMNI ASSOCIATION AGREEMENT**

This Addendum (the "Addendum") is entered into this 1st day of January, 1995 by and between The University of California, San Francisco Alumni Association ("UCSF") and MBNA America Bank, N.A., a national banking association ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCSF and MBNA America entered into an amended and restated agreement, last dated September 6, 1994 (the "Agreement"); and

WHEREAS, UCSF and MBNA America are parties to an affinity agreement wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UCSF; and

WHEREAS, UCSF and MBNA America wish to amend the Agreement to modify certain pricing and Royalty provisions; and

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

1. Section 1(b) of the Agreement is replaced in its entirety as follows:
 - (b) "Anniversary Date" means January 1, 1998 or the final day of the term of any extension of the Agreement, whichever occurs later.
2. Schedule A is hereby replaced in its entirety with the attached Schedule A
3. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.
4. 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, 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.
5. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior

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SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

1. There is No Annual Fee for Alumni Members.
2. The Annual Fee for Student Members is \$20.00.
3. The current Annual Percentage Rate for Alumni Members will be a fixed rate of 17.9%, or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current Annual Percentage Rate for Student Members will be a fixed rate of 18.9%, or 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.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay UCSF a Royalty calculated according to the following schedule, 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. .50 of 1% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Members using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
2. \$1.00 (one dollar) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
3. \$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

Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

4. \$12.00 (twelve dollars) for every new Credit Card Account opened by a Student Member of UCSF, which remains open for at least ninety (90) days.
5. \$12.00 (twelve dollars) for each year a Credit Card Account is renewed by a Student Member and an Annual Fee is paid.
6. \$10.00 for every Preferred Credit Card Account opened by UCSF, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UCSF. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UCSF must be approved in writing by MBNA America prior to distribution.

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

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 and delivered this Addendum as of the date indicated below, and such party and its representatives warrant that such representative has been duly authorized to execute and deliver this Addendum for and on behalf of such party.

University of California-San Francisco Alumni Association

By: Mark A. Jordan
Name: MARK A. JORDAN
Title: EXECUTIVE DIRECTOR

MBNA America Bank, N.A.

By: David L. Harris
Name: David L. Harris
Title: Executive Director

GROUP INCENTIVE PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1 day of NOVEMBER, 1995, by and between The University of California, San Francisco Alumni Association ("UCSF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCSF and MBNA America, are parties to an amended and restated affinity agreement last dated September 6, 1994 (the A&R Agreement), as amended by an addendum dated January 1, 1995 (the "First Addendum") (collectively, the A&R Agreement and the First Addendum shall be referred to herein as the "Agreement"); and

WHEREAS, UCSF and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of the Program, under the Agreement;

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

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

2. The provisions of subsection 6 of Section II.A. of Schedule A (as amended by the First Addendum) are hereby deleted in their entirety.

3. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby UCSF conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

4. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which UCSF complies with the GIP provisions of this Addendum.

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

6. All marketing materials generated as a result of such GIP programs shall be coded by UCSF for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.

7. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by UCSF pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

8. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UCSF pursuant to any GIP shall be deducted from any or all compensation payments due UCSF under this Addendum or the Agreement.

9. UCSF shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

10. During the term of the Agreement, MBNA America will pay UCSF a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

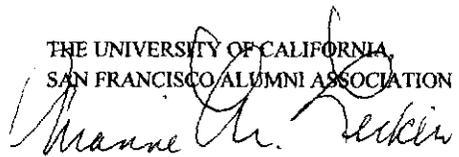
\$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

\$10.00 (ten dollars) for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

11. 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.

12. 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.

THE UNIVERSITY OF CALIFORNIA,
SAN FRANCISCO ALUMNI ASSOCIATION
By: 
Name: DANIELLE M. LEIKER
Title: DEPUTY DIRECTOR

MBNA AMERICA BANK, N.A.
By: 
Name: _____
Title: _____

**THIRD ADDENDUM
TO THE
THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO ALUMNI ASSOCIATION
AGREEMENT**

THIS THIRD ADDENDUM (the "Addendum") is entered into as of the 30 day of APRIL, 1996, by and between The University of California, San Francisco Alumni Association ("UCSF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCSF and MBNA America, are parties to an amended and restated affinity agreement last dated September 6, 1994 (the "A&R Agreement"), as amended by an addendum dated January 1, 1995 (the "First Addendum") and an addendum dated November 1, 1995 (the "Second Addendum") (collectively, the A&R Agreement, the First Addendum and the Second Addendum shall be referred to herein as the "Agreement"); and

WHEREAS, UCSF and MBNA America mutually desire to amend the Agreement to exclude student credit card accounts from GIP compensation;

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

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

2. The provisions of section 10 of the Second Addendum are hereby amended to read in their entirety as follows:

During the term of the Agreement, MBNA America will pay UCSF a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

\$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

\$10.00 (ten dollars) for every Preferred GIP Account (that is not a student credit card account) opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty. The opening-of-an-account royalty for student credit card accounts shall be as set forth in subsection 5 of Section II.A. of Schedule A (as amended by the First Addendum).

3. 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.

4. 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.

THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By: <u><i>Dianne M. Leiker</i></u>	By: <u><i>William P. Morrison</i></u>
Name: <u>DIANNE M. LEIKER</u>	Name: <u>WILLIAM P. MORRISON</u>
Title: <u>DEPUTY DIRECTOR</u>	Title: <u>SEVP</u>

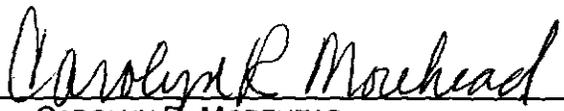
ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among Bank of America NA ("Bank of America"), MBNA America Bank, N.A. and the UC San Francisco Alumni Association.

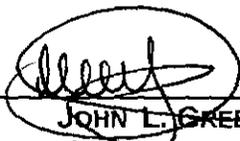
Effective June 30, 1998, the rights and obligations of Bank of America under the Agreement, dated as of 10/29/90, which arise after June 30, 1998, are hereby assigned to MBNA.

Dated: AUGUST 11, 1998

BANK OF AMERICA NA

BY: 
CAROLYN R. MOREHEAD
VICE PRESIDENT

MBNA AMERICA BANK, N.A.

BY:  
JOHN L. GREEN
VICE PRESIDENT

UC SAN FRANCISCO ALUMNI ASSOCIATION

BY: 
SIGNATURE

PRINT NAME: MARK A. JORDAN

PRINT TITLE: EXECUTIVE DIRECTOR

**TRAVEL REWARDS ADDENDUM
TO THE UNIVERSITY OF CALIFORNIA - SAN FRANCISCO AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of April, 2003, by and between **University of California - San Francisco** ("UCSF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCSF 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 UCSF; and

WHEREAS, UCSF and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of UCSF'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, UCSF and MBNA America agree as follows:

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

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.

3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which UCSF complies with the GIP provisions of the Agreement.

4. 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 UCSF under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

5. UCSF agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of UCSF's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

6. During the term of the Agreement, UCSF will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts.

Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

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

8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

9. 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.

UNIVERSITY OF CALIFORNIA -
SAN FRANCISCO

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: PATRICK DELAHUNT

Name: Michael Durrah

Title: Alumni Coordinator

Title: SEVP

Date: April 28, 2003

Date: 5/12/03

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay UCSF 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 Alumni 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 Alumni Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni 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 Alumni 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 Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Members 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. \$15.00 (fifteen dollars) for each Alumni Platinum Reward GIP Account and \$10.00 (ten dollars) for each Alumni Preferred Reward GIP Account opened, which remains open for at least ninety (90) consecutive days. Such Alumni

Reward GIP Accounts will not qualify for any other opening-of-an-account
Royalty.

FIA CARD SERVICES™

FIA Card Services, DE5-001-08-02
1100 N. King Street
Wilmington, DE 19884

Tel: 800.441.7048

Via Overnight Delivery

September 16, 2011

Mr. Mark Jordan
Executive Director
University of California - San Francisco Alumni Association
745 Parnassus
San Francisco, California 94143

Dear Mr. Jordan:

I am writing to inform you that following a comprehensive review of the University of California - San Francisco Alumni Association credit card program, FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("FIA") has decided not to renew our Amended and Restated Agreement last dated September 6, 1994, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Sections 9(a) and 12(f) of the Agreement.

The Agreement's expiration date is January 1, 2012.

We have appreciated your endorsement.

Sincerely,



Todd Seward
Account Executive
FIA Card Services, N.A.