

## AGREEMENT

This Agreement entered into between TRANS NATIONAL FINANCIAL SERVICES, INC., a Massachusetts corporation with principal offices in Boston, Massachusetts, (herein called "TNFS") and THE UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION of Kingston, R.I. (herein called "URIAA").

WHEREAS, URIAA is an alumni association which, among other things, provides economic service programs to its members; and

WHEREAS, TNFS DESIGNS, DEVELOPS, AND MARKETS FINANCIAL SERVICE PROGRAMS TO ORGANIZATIONS SUCH AS URIAA and their members; and

WHEREAS, TNFS has developed a credit card program for the membership of URIAA; and

WHEREAS, URIAA desires to endorse and sponsor the aforementioned credit card program;

NOW, THEREFORE, TNFS and URIAA mutually agree as follows:

### 1. Endorsement and Sponsorship of URIAA

URIAA hereby endorses the credit card program developed by TNFS, the elements of which are set forth in Section 2 below (the "MemberCard Program").

### 2. Elements of the MemberCard Program

The elements of the MemberCard Program are attached hereto on Schedule A.

### 3. Responsibilities of URIAA

(a) From time to time, upon the request of TNFS, URIAA agrees to provide TNFS with updated mailing labels containing the names and home addresses of its members, based upon zip code selectivity or reasonably selected membership characteristics.

(b) URIAA shall permit TNFS to solicit its individual members by mail or otherwise, for participation in the MemberCard Program.

(c) URIAA shall have exclusive right to approve all advertising material submitted by TNFS prior to mailing or distribution to its members.

### 4. Responsibilities of TNFS

(a) TNFS shall design all advertising and promotional material with regard to the MemberCard Program.

(b) Unless otherwise agreed by TNFS and URIAA, TNFS and the financial institution(s), as designated by TNFS, providing the credit card services (the "Designated Lender"), shall bear all costs of producing and mailing promotional material, including postage, or will reimburse URIAA for its mailing and postage expenses thereto.

(c) TNFS shall use the mailing lists or labels provided pursuant to this Agreement for the purposes contemplated herein only and shall not duplicate or use such mailing lists or permit any other party to use such mailing lists, for any other purpose whatsoever. TNFS shall have the right to designate those persons on the mailing lists provided pursuant to Section 3. (a) above to whom promotional material will be sent.

#### 5. Relationship of the Parties

(a) It is agreed and understood that TNFS is an independent contractor and not an agent or employee of URIAA. Neither TNFS nor URIAA shall have the power or authority to pledge or to bind or obligate the other in any manner for any purpose to any third party.

#### 6. Royalties

During the term of this Agreement, URIAA will receive Royalties as set forth in Schedule B attached hereto.

#### 7. Indemnification

(a) TNFS will indemnify and save harmless URIAA, its directors, officers, agents and employees, from and against any and all loss, damage, liability, claims or causes of action in any way resulting from any acts or omissions of TNFS, its directors, officers, agents and employees, in connection with or in any way related to the MemberCard Program which is the subject of this Agreement. This indemnity shall include, but shall not be limited to, any loss, damage, liability, claims or causes of action under any state or federal consumer credit laws, including but not limited to the Federal Truth in Lending Act and Equal Credit Opportunity Act.

#### 8. Term of Agreement

(a) The initial term of this Agreement will be from the date hereof until January 31, 1990 (the "Anniversary Date"). After the initial term, or any extension thereof, this Agreement shall remain in full force and effect, and will be automatically extended for successive one-year periods, unless either party gives written notice to the other party at least thirty (30) days

prior to the anniversary date or extension thereof. This Agreement may be terminated if represented minimum royalties are not met.

(b) Upon termination of this Agreement, URIAA shall take no action with the Designated Lender or any third party to affect the removal of its endorsement of the MemberCard Program from the card or records of any Member participating in the Program prior to the expiration of said Member's card in accordance with the MemberCard Program as detailed in Section 2 of this Agreement.

9. Waiver

The waiver or failure of either party to exercise in any aspect any right provided for in this Agreement shall not be deemed a waiver or any further or future right hereunder.

10. Agreement to be Bound by Contract

This Agreement shall be binding not only upon the parties hereto, but also upon their successors or assigns; and the parties hereto agree for themselves and their successors or assigns, to execute any instrument and to perform any acts which may be necessary or proper to carry out the purpose of this Agreement.

11. Construction of Agreement

Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural where the sense requires.

12. Section Captions

The section captions as to contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

13. Notices

All notices and other communications relating to this Agreement shall be in writing and shall be deemed to have been given, made and received only when delivered against receipt, or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to URIAA:

University of Rhode Island Alumni Association  
12 Davis Hall  
Kingston, RI 02881-0806  
Attention: William A. Bowers, Director

(b) If to TNFS:

Trans National Financial Services, Inc.  
9 Charlesgate West  
Boston, Massachusetts 02215

Attention: Chief Operating Officer

Any addressee may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 15 for the giving of notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated below.

TRANS NATIONAL FINANCIAL SERVICES, INC.

Dated this        day of  
January, 1987

By: *Sal Kyle* 

Title: *Reg. Vice President*

UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION

Dated this <sup>*15<sup>th</sup>*</sup> day of  
January, 1987

By: *William A. Bowers*

Title: *Director of Alumni Affairs*

## SCHEDULE A

### **GENERAL DESCRIPTION OF THE MEMBERCARD PROGRAM FOR UNIVERSITY OF RHODE ISLAND**

The MemberCard Program is a unique credit card program offered as a special benefit of membership in the UNIVERSITY OF RHODE ISLAND. Like many other of Trans National's Membership Service Programs, with MemberCard, URI can provide another valuable service to its members, and in the process generate non-dues revenues for the organization on a continuing basis, year after year.

The MemberCard Program is being made available to URI members in the form of the Silver MemberCard Program which offers superior MasterCard with higher credit lines, valuable discounts and numerous FREE services.

The SILVER MEMBERCARD Program is designed for URI members whose Annual Income exceeds \$15,000.

By endorsing the Silver MemberCard Programs, URI authorizes the offer of this unique Membership Benefit Service to its members.

- \* There is no financial risk to URI or obligation on the part of URI for sponsoring the Program.
- \* Trans National pays for all mailing costs to communicate to URI members.
- \* URI can insert announcements or materials of its choosing in any of the 12 monthly billing statement mailings at no cost.
- \* Dues collection and/or donations can be charged to MemberCards without the typical 3% to 5% "merchants discount" normally charged by banks. URI can utilize MemberCards to collect dues and donations without any processing costs.
- \* Trans National assumes all administrative responsibilities for this program, so there is minimal involvement for URI or URI staff members.

The following describes the details of the MemberCard Program for URI in more detail.

## SILVER MEMBERCARD PROGRAM FOR URI MEMBERS

### General Benefits of the Silver MemberCard Credit Card Program offered to URI members by Trans National and its Designated Lender.

- \* Card Offered: The Silver MasterCard.
- \* Number of Service and Business Establishments Accepting Cards: over 2.0 million in the U.S. and over 4.8 million worldwide.
- \* Annual Fee of Card Account: \$20.00 per year.
- \* Cost of Additional Card for another Family Member: None.
- \* Annual Percentage Rate on Balances Financed: 17.9%
- \* Finance Charge Applied to Purchases if Complete Bill is Paid When Due: None.
- \* Instant Loans and Cash Advances available at any bank offering MasterCard and VISA.
- \* Optional credit life, disability and unemployment insurance made available to URI members for purposes of insuring their outstanding credit card balances only.

### Additional Member Benefits of the Silver MemberCard Program

- \* There is NO ANNUAL FEE for URI members for the first year. Thereafter, the Annual Fee is \$20.00 per year.
- \* As Silver MasterCard holders, URI members will generally receive merchants' preferential treatment.
- \* URI name and logo will appear on the card for easy identification.
- \* Higher Minimum Line of Credit offered to the URI membership, up to \$2,500, or higher.
- \* No Liability for URI members for unauthorized purchases on Silver MasterCards, not even the \$50 maximum allowed by Federal Law.
- \* Lost Credit Card Registration Service at no additional cost. URI members can register any credit cards in their possession, and if lost, the Designated Lender or its agent notifies all card issuers and orders replacement cards immediately.
- \* Drafts (checks) available at no cost and can be used to provide instant cash availability against URI cardholders' credit line. These drafts are called MasterChecks.
- \* Flexible Repayments - option of either 12 payments per year or 10 payments per year, skipping selective vacation months, which will be set up by the Designated Lender.
- \* Liberal Repayment Terms - extended repayment terms calling for a minimum payment per month of 3% of the outstanding balance, or \$15, whichever is greater.
- \* Emergency Travel Service - up to \$1,000 emergency cash and airline tickets wired to an URI cardholder for pickup at Western Union or an airport ticket counter in the event of a lost Silver MasterCard while traveling.
- \* \$3,000 Auto Rental Deductible Insurance - eliminates the expensive cost of auto insurance sold by Auto

Rental Companies, when car rental is charged to the URI Silver MasterCard. This is automatic collision insurance coverage at no additional cost.

\* \$300,000 Travel Insurance at no additional cost, available to cardholder and all family members whenever travel arrangements are purchased on the URI Silver MasterCard.

\* 24-hour Toll-Free Travelers Message Center at no extra cost.

\* \$3,000 Lost Luggage Insurance whenever airline tickets are charged to the URI Silver MasterCard, at no additional cost.

\* Special expedited processing of URI members' applications. Cards will be issued within 21 days, maximum.

\* Preferred consideration for URI members' applications.

\* Members will have access to all bank services normally made available to cardholders to insure they receive the full value available to all cardholders of the Designated Lender.

\* Toll-Free Wats Lines available to URI members for service and billing questions, open 24 hours a day, 365 days a year.

\* Special Service Representatives.

\* Special Messages concerning URI can be included on monthly statements to members at no cost to URI.

\* URI will be allowed to insert materials in any of the 12 monthly statement mailings with no postage charge (if held within reasonable weight limitations).

\* Annual Reports provided concerning URI accounts so the success of the program can be periodically reviewed and analyzed.

## **URI SUPPORT OF THE PROGRAM**

\* Active support and promotion of the MemberCard Program is encouraged by URI to insure maximum participation by Members.

\* URI will provide lists free of charge for MemberCard mailings. If there is any charge for labels, such costs will be deducted from the Administrative Fees or Royalties earned by URI.

### **Additional Services Provided To URI by Trans National**

\* Brochures, cover letters and envelopes - all professionally designed and imprinted specially for URI with prior approval by URI before final printing and mailing.

\* Mailing of brochures, cover letters and envelopes to all URI members, supervised by personnel experienced in every phase of direct mailing.

\* Expedited processing of all URI applications for a Silver MasterCard.

\* Mailing of monthly billing statements with free messages and inserts available to URI members.

\* Toll-Free numbers for service calls and inquiries open 24 hours a day, 365 days a year.

\* An experienced staff available to guarantee success of the program.

\* Private status reports made available to URI on a regular basis.

## SCHEDULE B

During the term of this Agreement, or any extension thereof, TNFS will pay the UNIVERSITY OF RHODE ISLAND an Administrative Fee calculated according to the following schedule:

1. \$1.00 for every Silver MasterCard Account opened by an Association member.
2. \$3.00 for every Silver MasterCard Account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force.
3. 1/2 of 1% of all purchases (net of refunds and returns) of all credit cards issued pursuant to this Agreement.

Payment for above will be made quarterly for the accounts opened or renewed during the previous three months.

# ADDENDUM TO THE UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION AGREEMENT

THIS ADDENDUM, by and among UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION (the "URIAA"), TRANS NATIONAL GROUP SERVICES, INC., a Massachusetts corporation ("TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, INC., a Massachusetts corporation ("TNFS"), and MARYLAND BANK, N.A., a national banking association ("MBNA").

WHEREAS, URIAA entered into an agreement with TNFS, dated January 15, 1987 (the "Original Agreement"); and WHEREAS, MBNA is responsible for the administration of the credit card and related financial service programs;

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

1. MBNA shall be responsible for making all royalty payments to URIAA pursuant to the terms of the Original Agreement and when applicable, any subsequent Addendums, and for all administrative responsibilities in connection with the credit card and related financial service programs as set forth in the Original Agreement.

2. URIAA confirms its exclusive endorsement of MBNA ~~and its credit card and related financial service programs, set forth in the Original Agreement.~~

3. MBNA hereby is and shall be designated as the exclusive financial institution (sometimes referred to as "Designated Lender") providing Financial Service Programs as provided for in the Original Agreement and this Addendum, for its initial term and each extension thereof.

4. URIAA hereby confirms to MBNA that it will not sponsor, endorse, solicit or aid any third party in soliciting any credit card or financial service programs similar to any product or service of the Financial Service Programs which URIAA has agreed MBNA may offer to URIAA members. URIAA hereby confirms to MBNA that it will not sell, rent or otherwise make available its mailing list to any third party for the purpose of soliciting any credit card or financial service programs similar to any of the Financial Service Programs which URIAA has agreed MBNA may offer to URIAA members.

5. Upon 30 days prior written notice to URIAA and TNGS, and upon appropriate notice to URIAA account holders as required by law, MBNA shall have the right to amend the terms and features of the individual products or services to the Financial Service Programs to reflect variances in MBNA's cost of funds, related economic factors and overall benefit programs.

6. URIAA, TNGS, and MBNA hereby agree to maintain the confidentiality of the terms of this Addendum and of the Original Agreement and not to disclose such terms to any third

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party, except by mutual written consent of all parties hereto. Disclosure may be made, as required by law, or to their accountants, legal or financial advisors of the parties on a restricted and confidential basis.

7. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension.

8. Any default under this Addendum or the Original Agreement except by MBNA shall not affect the removal of URIAA's endorsement of MBNA or its Financial Service Programs.

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION

Dated this 29 day of  
February, 1988

By: William A. Bowers  
Title: Executive Director

MARYLAND BANK N.A.

Dated this \_\_\_\_\_ day of  
February, 1988

By: \_\_\_\_\_  
Title: Senior Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 18 day of  
~~February~~, 1988

may

By: Walter B. Wurdh  
Title: Executive Vice President Financial Services

# AGREEMENT

This Agreement is entered into as of this 23 day of Nov, 1994 (the "Effective Date") 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 UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION, an alumni association having its principal place of business in Kingston, Rhode Island (hereinafter referred to as "URIAA").

## 1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in connection with the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, travel and entertainment card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of URIAA and/or other potential participants mutually agreed to by URIAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement from time to time to the Members.
- (h) "Royalties" means the compensation set forth in Schedules A and B for URIAA's valuable intangible property rights.
- (i) "Trademarks" means any logo, servicemark, tradedress, tradename, or trademark presently used or acquired by URIAA during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF URIAA

- (a) URIAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid or develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about any current or potential Members in relation to or for promoting any other Financial Service Products of any entity other than MBNA America; and (iii) no URIAA publication shall carry advertisements for any other Financial Service Products of any entity other than MBNA America.
- (b) URIAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) URIAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program consistent with this Agreement.

(d) URIAA shall have the right of prior approval of all Program advertising and solicitation materials, including the timing of program solicitations, to be used by MBNA America which contain URIAA's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, URIAA shall provide MBNA America with Mailing Lists free of any charge. The initial Mailing List contain approximately seventy-five thousand (75,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) URIAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, which approval shall not be unreasonably withheld or delayed, except for current advertising and solicitation materials provided by MBNA America to URIAA; provided however, that URIAA may respond to individual Customer inquiries on an individual basis.

(g) URIAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits URIAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

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

(i) URIAA shall not allow, permit, license, condone or encourage the solicitation or advertisement of Financial Service Products by any organization, group or provider of Financial Service Products, other than MBNA America, on any property owned, leased or operated by URIAA.

### **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 URIAA, which approval shall not be unreasonably withheld or delayed.

(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 URIAA.

(e) MBNA America shall only use the Mailing Lists consistent with this Agreement, and not for any other purpose or program whatsoever, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on the 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. The Mailing Lists are and shall remain the sole property of URIAA, and shall be returned to URIAA in all forms or destroyed upon termination or expiration of this Agreement. 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 is part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose, except the sale of this information to any third party if such sale identifies the applicants as alumni of the University of Rhode Island or as members of the URIAA. MBNA America will not use this separate information in a manner that would imply an endorsement by URIAA.

(f) MBNA America may use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

#### **4. REPRESENTATION AND WARRANTIES**

(a) URIAA and MBNA America each represent and warrant 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) URIAA 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 Trademarks to MBNA America for use as contemplated by this Agreement.

#### **5. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to URIAA for URIAA's valuable intangible property rights. 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, but not more than sixty (60) days, after the end of each calendar quarter.

(b) For the purposes of tracking the number of applications generated, the number of card accounts issued and the Royalties earned relating to this Agreement, MBNA America shall maintain records of the number of applications generated and those applications resulting in a credit card being issued as part of the Program. These statistics shall be maintained by MBNA America and reported to URIAA on a quarterly basis in a format mutually agreed to by both parties. The various methods of account generation shall be tracked separately for each acquisition method used.

(c) For the purpose of calculating and paying Royalties, MBNA America shall also maintain records of all dollar purchases and number of transactions made on credit cards issued to Customers as part of this Agreement and on all credit cards renewed as part of this Agreement. MBNA America shall provide reports supporting the specific royalties earned and paid each calendar quarter relating to the Program.

## **6. CROSS INDEMNIFICATION**

(a) URIAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns (the "Indemnities") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by URIAA or MBNA America, respectively as the case may be, or its directors, officers or employees. URIAA will indemnify and hold harmless MBNA America and its Indemnities from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

(b) MBNA America will indemnify and hold harmless URIAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation or purported violation of applicable (as determined by a court of competent jurisdiction) Federal and State laws (including but not limited to the Truth in Lending Act and the Equal Credit Opportunity Act) by MBNA America, its employees, agents or contractors, in which URIAA is included as a defendant (referred to as a "Claim"). URIAA shall, within a reasonable time of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. URIAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If URIAA takes any Action with respect to a Claim without MBNA America's written approval or URIAA fails to notify MBNA America of a Claim within a reasonable time of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to indemnify and hold URIAA harmless with respect to that Claim.

(c) If MBNA America is obligated to indemnify and hold harmless URIAA pursuant to subsections 6(a) and 6(b) above, MBNA America will hire counsel, at its own expense, and defend URIAA, its directors, officers, agents, and employees.

## **7. PROGRAM ADJUSTMENTS**

MBNA America reserves the right to make periodic adjustments to the Program and its Terms and Features, excluding the Royalty Arrangement as outlined herein. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each

Customer the opportunity to reject the change and pay the existing balance under prior terms. MBNA America agrees not to adjust the initial margin of the variable Annual Percentage Rate formula (7.9% plus Prime for Non-Student Members and 10.9% plus Prime for Student Members) as outlined in Schedule A during the initial term of this Agreement.

## **8. 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 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 URIAA shall be permitted to disclose such terms (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, and (iii) as legally necessary (without requiring legal proceedings to compel discovery) by virtue of claims or litigation relating to the Program or any Financial Service Products.

## **9. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on October 31, 1999. 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 four (4) months prior to the last date of such term or renewal term, as applicable.

## **10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of law principles) 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 URIAA, 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. Each party shall use all reasonable efforts to promptly commence curing any material breach committed by it under this Agreement.

(b) If either MBNA America or URIAA becomes insolvent in that its liabilities exceed 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 expiration or termination of this Agreement, MBNA America shall in a manner consistent with Section 11 (d) of this Agreement, immediately cease to use the Trademarks, and shall immediately return or destroy the Mailing Lists in all of its forms. MBNA America agrees that upon such termination or expiration it will not claim any right, title, or interest in or to the Trademarks or Mailing Lists. However, MBNA America may conclude all solicitation that is required by law. MBNA America agrees that it shall cease use of the Mailing List upon such termination.

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

## **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, 11 (c) and 11 (d) 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 (i) upon actual 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:

(i) If to URIAA:

UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION  
12 Davis Hall  
Kingston, Rhode Island 02881  
ATTENTION: Executive Director

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713  
ATTENTION: Mr. Howard Wallace, Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. In the event MBNA America uses a third party, MBNA America shall remain ultimately responsible for the performance of this Agreement.

(h) MBNA America and URIAA 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 URIAA 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 fault beyond its reasonable control or without its fault or negligence.

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

(l) MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of URIAA; 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 "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below), provided that MBNA America shall provide URIAA with notice of such sale within thirty (30) days of the sale. Upon receipt of such notice, URIAA shall have thirty days to determine if it is satisfied with the new relationship. In the event URIAA is not satisfied, URIAA may terminate the Agreement pursuant to Section 11(a).
- (ii) to any individual, corporation or other entity (other than MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
- (iii) to any MBNA Affiliate so long as the affiliate can fully perform the obligations of MBNA America set forth in this Agreement.

(m) This Agreement is not a joint venture between the parties hereto, or a partnership, and the parties hereto are not joint ventures. The parties hereto shall not share, and do not intend to share, the profits and/or losses of each other.

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

UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION

By: Lee Milau

Title: Executive Director

By: Alexander M. Touband

Title: President

MBNA AMERICA BANK N.A.

By: Harold C. Wallace

Title: Executive Vice President

## 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:

- \* There is NO Annual Fee for the Non-Student Members.
- \* There is NO Annual Fee for the first year for the Student Members.
- \* The Annual Fee when applied, is : \$40.00 Gold Credit Card Account  
\$20.00 Preferred Credit Card Account
- \* The current Annual Percentage Rate for Non-Student Members of URIAA will be a fixed rate of 16.9%, or a variable rate of prime plus 7.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
- \* The current Annual Percentage Rate for student Members of URIAA will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

#### B. GOLD RESERVE ACCOUNTS

- \* There is NO Annual Fee for the first six (6) months for the Members.
- \* The Annual Fee for the second six (6) months, when applied, is \$10.00.
- \* Thereafter the Annual Fee, when applied, is \$20.00.
- \* The current Annual Percentage Rate is 16.9%.

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

#### C. GOLD OPTION ACCOUNTS

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

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION a Royalty calculated according to the following schedule, for those accounts with active charging privileges. Except where otherwise provided, payment for the above sections shall be made approximately 45 days, but not more than sixty (60) days, after the end of each calendar quarter.

#### A. CREDIT CARD ACCOUNTS

- \* \$1.00 for every new Credit Card Account opened by a Member of URIAA, which remains open for at least ninety (90) days.
- \* \$1.00 each full twelve (12) month period that an Alumni Credit Card Account is renewed and an Annual Fee is paid by a 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 other 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.
- \* \$1.00 for each year a Credit Card Account is renewed and an applicable Annual fee is paid by a Student Customer.
- \* .50 of 1% of all retail purchase transactions made by Non-Student Customers (net refunds, returns or fraudulent transactions, which shall be deducted by MBNA America)
- \* .40 of 1% of all retail purchase transactions made by Student Customers (net refunds, returns or fraudulent transactions, which shall be deducted by MBNA America)
- \* URIAA hereby agrees to the full implementation of program marketing by direct mail, telemarketing, and on campus promotions. Therefore, MBNA America hereby agrees to make a total payment of \$300,000 (three hundred thousand dollars) as an advance against future Royalties.

Payment to be made according to the following schedule:

- \$150,000 (one hundred and fifty thousand dollars) upon implementation of Program marketing (direct mail to the full Mailing List of marketable names).
- \$50,000 (fifty thousand dollars) payable by no later than July 31, 1995, or sooner at URIAA's request, but not before implementation of Program marketing
- \$50,000 (fifty thousand dollars) on the second anniversary of the Effective Date of this Agreement.
- \$50,000 (fifty thousand dollars) on the third anniversary of the Effective Date of this Agreement.

\* URIAA shall be guaranteed royalties of \$300,000 (three hundred thousand dollars) during the five years of the Agreement, based on the following conditions.

-URIAA will use best efforts to assist MBNA America in opening a minimum of 3,000 new accounts per year in the first three (3) years of the Agreement by guaranteeing to allow:

-A minimum of two (2) direct mail and two (2) telemarketing campaigns to the marketable lists each year for the term of the Agreement.

-Provided that MBNA America employs its best efforts to comply with all University of Rhode Island rules, regulations, and policies, URIAA shall employ its best efforts to provide MBNA America with the ability to promote the Program on campus at major events as well as through tabling and postering. Notwithstanding the foregoing, URIAA shall not have satisfied this condition if it does not provide MBNA America in a timely fashion with true and complete copies of all the rules, regulations, and policies of the University of Rhode Island, including without limitation all subsequent updates, additions and revisions thereof.

-URIAA must endorse and participate in the Financial Service Products as defined in this Agreement.

\* MBNA America will make a contribution of \$3,200 (three thousand two hundred dollars) annually, to be used at the discretion of URIAA, for the initial term of this Agreement. Such annual contribution shall be paid by March 31, 1995, and by March 31 of each successive year.

## **B. GOLD RESERVE REVOLVING LOAN ACCOUNTS** (OFFERED TO ALUMNI MEMBERS ONLY)

1. \$.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Reserve Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

## **C. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$.50 for each Gold Option Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Option Account active and in good standing throughout the same calendar year. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Option Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

#### **D. DEPOSIT ACCOUNTS**

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

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

10/12/94

11/22/94 revised

DMS

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**BUSINESS CARD ADDENDUM**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 10th day of May, 1995, by and between UNIVERSITY OF RHODE ISLAND ALUMNI ASSOCIATION ("URIAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, URIAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, 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 URIAA; and

WHEREAS, URIAA and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard product ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of URIAA'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 agreements contained herein, URIAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. URIAA agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by URIAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, URIAA will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, URIAA shall not take action to cause the removal of URIAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to

(f) 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 to the extent not otherwise granted, URIAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. URIAA represents and warrants that URIAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

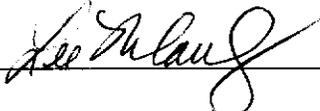
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything 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.

UNIVERSITY OF RHODE ISLAND  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: LEE MCCAULEY

Name: Frank Berger

Title: EXECUTIVE DIRECTOR

Title: Vice President

 JUL 7 1995

## ATTACHMENT #1

### I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) 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. Terms of the benefits will be stated in the benefits brochure supplied each Customer.

- A) The current annual fee for each business card issued to an individual or business entity (other than URIAA) pursuant to the BusinessCard program ("Customer"):
- \*\* \$40.00 per card for the first five (5) cards.
  - \*\* \$30.00 per card for cards six (6) through twenty-four (24).
  - \*\* \$25.00 per card for all additional cards.
- B) If a Customer initially has five or fewer cards and then grows to have six or more, each of the first five cards will incur a \$40.00 annual fee. Upon receipt of a sixth card, that card and each additional card will be charged the \$30.00 annual fee, and the annual fees of the initial five cards will convert from \$40.00 to \$30.00 at their next anniversary date. If a Customer has less than twenty-five (25) cards but at least six (6) cards, each of said cards will incur a \$30.00 annual fee. Upon receipt of the twenty-fifth card, that card and each additional card will incur a \$25.00 annual fee and the initial twenty-four cards will convert from \$30.00 to \$25.00 at their next anniversary date. MBNA America reserves the right to make special pricing offers to select Customers and/or cardholders at its own discretion.
- C) The current Annual Percentage Rate will be a fixed rate of 17.9%.
- D) Subject to URIAA and MBNA America establishing a BusinessCard account relationship, any BusinessCard cards that may be issued directly to URIAA for its business use by URIAA's employees will be priced as follows:
- \*\* No Annual Fee for the first ten cards.
  - \*\* \$25.00 per card for all additional cards.

### II. COMPENSATION FOR BUSINESSCARD ACCOUNTS

- A) \$4.00 for each new BusinessCard credit card account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "BusinessCard Credit Card Account").

- B) \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Customer; provided however, that if the annual fee on a BusinessCard Credit Card Account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to BusinessCard Credit Card Accounts are exclusive of URIAA employee accounts, and accounts which do not have active charging privileges.

**ADDENDUM TO THE UNIVERSITY OF RHODE ISLAND  
ALUMNI ASSOCIATION AGREEMENT**

*Call to  
25  
[Signature]*

THIS ADDENDUM, Attachment #1 and Attachment #2 (the "Addendum") is entered into this June day of June, 1999, by and between University of Rhode Island Alumni Association ("URIAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, URIAA and MBNA America are parties to an affinity agreement dated November 23, 1994, as the same was amended by addendum dated May 10, 1995 (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 URIAA; and

WHEREAS, URIAA and MBNA America mutually desire to amend the Agreement to: (i) extend the term; (ii) include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of the Program; and (iii) 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 agreement contained herein, URIAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on October 31, 2004. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by deleting Section 1(f) in its entirety and replacing this with the following:
  - (f) "Member" means a student of the University of Rhode Island (each a "Student Member") or a member of URIAA or other potential participants mutually agreed to by URIAA and MBNA America (each an "Alumni Member").
4. Section 1 of the Agreement is hereby amended by adding the following new subsections (j) and (k):
  - (j) "Group Incentive Program" or "GIP" means any marketing or other program whereby URIAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
  - (k) "GIP Account" means a Credit Card Account opened by an Alumni Member pursuant to a GIP in which URIAA complies with the GIP provisions of this Addendum.

5. The parties agree that Plus Miles (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 Plus Miles to some or all of the persons included on the lists provided by URIAA under the Agreement.

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

7. The Agreement is hereby amended by adding the following new Section 13 to the Agreement:

13. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by URIAA pursuant to any GIP. In that regard, URIAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle URIAA to the Royalty specified in Attachment #2, subject to the other terms and conditions of this Addendum to the Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by URIAA for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Attachment #2.

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

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

(e) URIAA 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.

8. Effective 6/25/, 1999, Schedule B of the Agreement is deleted in its entirety and replaced with Attachment #2.

9. Upon termination or expiration of the Agreement, or any aspect of the Program, URIAA shall not take action to cause the removal of URIAA'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, URIAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. URIAA represents and warrants that URIAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

10. 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.

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

UNIVERSITY OF RHODE ISLAND  
ALUMNI ASSOCIATION  
By: \_\_\_\_\_  
Name: Michelle A. Noto  
Title: Executive Director  
Alumni Relations  
Date: 6/15/99

MBNA AMERICA BANK, N.A.  
By: Charles H. Meroney  
Name: Charles H. Meroney  
Title: Senior Executive Vice President  
Date: 6/15/99

## Attachment #1

### I. Plus Miles 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. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be fixed rate of 12.99%.
- C. Customers may be able to select credit insurance as a benefit under the Program.

## Attachment #2

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay URIAA 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 (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

1. \$1.00 (one dollar) for each new Credit Card Account (except a Plus Miles account) opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Alumni Credit Card Account (except Plus Miles accounts) 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 such 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.
3. \$1.00 (one dollar) for each Student Credit Card Account (except Plus Miles accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (except a Plus Miles 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)).
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (except a Plus Miles 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. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (except a Plus Miles account) (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Miles 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 Plus Miles Credit Card Account.
2. \$17.00 (seventeen dollars) for each Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

E. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average MMDA Deposits.

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

F. GIP ACCOUNTS

\$25.00 (twenty-five dollars) for each 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.

G. BUSINESS CARD ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts.

1. \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
2. \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

All references to accounts in the compensation provisions of this Attachment #2 are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

H. ~~ROYALTY ADVANCE~~ REPLACED BY RIDER #1

~~1. Within ten (10) days of the full execution of this Addendum, MBNA America shall pay to URIAA the sum of Five Hundred Thousand Dollars (\$500,000) (an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. On the first year anniversary of the First Advance payment, MBNA America shall pay to URIAA as an additional advance against future Royalties, Two Hundred Sixty-two Thousand Five Hundred dollars (\$262,500) (the "Second Advance"). On each of the second, third, and fourth anniversaries of the first advance payment MBNA agrees to make a further advance payment of \$262,500 (Two Hundred Sixty-two Thousand Five Hundred Dollars). All Royalties accrued shall, in lieu of direct payment to URIAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to URIAA as set forth in this Agreement. Notwithstanding the foregoing, URIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:~~

- ~~(i) the Agreement is terminated prior to the end of the term; by URIAA for any reason other than an MBNA America breach of obligation.~~

~~(ii) URIAA breaches any of its material obligations under this Agreement;~~

~~In the event of any material breach or default of this Agreement by URIAA, MBNA America may demand return of the Advance as outlined above by giving notice, as provided herein, to URIAA. This notice shall (a) describe the material breach; and (b) state MBNA's demand for URIAA to return the advance as outlined above. If URIAA does not cure or substantially cure such breach within thirty (30) days after receipt of notice, as provided herein (the "Cure Period"), then MBNA America will expect return of the Advance as outlined above. URIAA shall use all reasonable efforts to promptly commence curing any material breach committed by it under the Agreement.~~

~~(iii) MBNA America is prohibited by URIAA or otherwise prevented from conducting at least three ( 3 ) direct mail campaigns to the full updated alumni and student Mailing List during each consecutive twelve month period during the term of the Agreement;~~

~~(iv) MBNA America is prohibited by URIAA or otherwise prevented from conducting at least two ( 2 ) telemarketing campaigns to the full updated alumni and student Mailing List during each consecutive twelve month period during the term of the Agreement;~~

~~(v) MBNA America is prohibited by URIAA 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; or~~

~~(vi) University of Rhode Island, the athletic department of the University of Rhode Island, any departments of, or any department affiliated or associated with the University of Rhode Island, enters into, endorses, sponsors or promotes any credit card program with any entity other than MBNA America.~~

## I. ROYALTY GUARANTEE

URIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement URIAA has not accrued \$1,550,000 in Royalties, MBNA America will pay URIAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by URIAA during the full term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H., above.

Rider #1

H. ROYALTY ADVANCE

1. Within ten (10) days of the full execution of this Addendum, MBNA America shall pay to URIAA the sum of Five Hundred Thousand Dollars (\$500,000) (the "First Advance"), as an advance against future Royalties, subject to the provisions set forth below. On June 30, 2000, and on each June 30<sup>th</sup> thereafter, up to and including June 30, 2003, MBNA America shall pay to URIAA the sum of Two Hundred Sixty Two Thousand Five Hundred Dollars (\$262,500) (each a "Subsequent Advance") as an advance against future royalties, subject to the provisions set forth below. The First Advance and each Subsequent Advance are collectively referred to as the "Advances." All Royalties accrued shall, in lieu of direct payment to URIAA, be applied against the Advances until such time as the Advance are fully recouped. Any Royalties accrued thereafter shall be paid to URIAA as set forth in this Agreement. Notwithstanding the foregoing, URIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advances and the total amount of accrued Royalties credited by MBNA America against the Advances as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the term by URIAA for any reason other than an MBNA America material breach of obligation;
- (ii) In the event of any material breach or default of this Agreement by URIAA, MBNA America may demand return of the Advances as outlined above by giving notice, as provided herein, to the breaching party. This notice shall (a) describe the material breach; and (b) state MBNA America's demand for URIAA to return the Advances as outlined above. IF URIAA does not cure or substantially cure such breach within thirty (30) days after receipt of notice, as provided herein (the "Cure Period"), then MBNA America will expect return of the Advances as outlined above. URIAA shall use all reasonable efforts to promptly commence curing any material breach committed by it under the Agreement.
- (iii) URIAA prohibits or otherwise prevents MBNA America from conducting at least three (3) direct mail campaigns to the full updated alumni and student Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) URIAA prohibits or otherwise prevents MBNA America from conducting at least two (2) telemarketing campaigns to the full updated alumni and student Mailing List during each consecutive twelve month period during the term of the Agreement;

- (v) URIAA prohibits MBNA America 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; or
- (vi) University of Rhode Island, the athletic department of the University of Rhode Island, any departments of, or any department affiliated or associated with the University of Rhode Island, enters into, endorses, sponsors or promotes any credit card program with any entity other than MBNA America.

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

University of Rhode Island  
Alumni Association

MBNA America Bank, N.A.

By: Michele A. Nota

By: Charles H. Molony

Name: Michele A. Nota

Name: Charles H. Molony

Title: Executive Director  
Alumni Relations

Title: Senior Executive Vice President

Date: 6/29/99

Date: 6/29/99

**ADDENDUM TO THE UNIVERSITY OF RHODE ISLAND  
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1 day of Oct, 2004 (the "Effective Date") by and between University of Rhode Island Alumni Association ("URIAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, URIAA and MBNA America are parties to an affinity agreement dated November 23, 1994, as the same was amended by addenda dated May 10, 1995, and June 25, 1999 (the "Agreement"); and

WHEREAS, URIAA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on October 31, 2011 (the "Current Term"). 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. ADDITIONAL ROYALTY ADVANCES

(a) Within forty-five days after November 1, 2004, and each November 1st thereafter during the Current Term, up through and including November 1, 2010, MBNA America shall pay to URIAA the sum of Two Hundred Thousand Dollars (\$200,000) (each, a "Yearly Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to URIAA, be applied against each of the Yearly Advances until such time as all Yearly Advances are fully recouped. Any Royalties accrued thereafter shall be paid to URIAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Yearly Advances to URIAA hereunder, and (y) URIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Yearly Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Yearly Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) The Agreement terminates prior to the end of the Current Term;
- (ii) URIAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; or
- (vi) University of Rhode Island, the athletic department of the University of Rhode Island, any departments of, or any department affiliated or associated with the University of Rhode Island, enters into, endorses, sponsors, or promotes any credit card program with any entity other than MBNA America.

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

(c) URIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Yearly Advances) equal to or greater than One Million Four Hundred Thousand Dollars (\$1,400,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement URIAA has not accrued \$1,400,000 in Royalties, MBNA America will pay URIAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by URIAA during the term of this Agreement and all unrecouped Yearly 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 3(a) above.

#### 4. ACTIVATION BONUS

Commencing on October 31, 2005 and annually thereafter during the Current Term, MBNA America will determine the number of Credit Card Accounts that were open and in good standing at the end of each month during the applicable Contract Year (the "Open Accounts") and the number of Credit Card Accounts that were used during the same period (the "Activated Accounts"). The number of Activated Accounts will be divided by the number of Open Accounts to determine the percentage of Open Accounts that were used during the applicable monthly period (each a "Monthly Calculation"). If any one of the Monthly Calculations during the applicable Contract Year is sixty percent (60%) or greater, then MBNA America shall pay URIAA the sum of Twenty Thousand Dollars (\$20,000)(the "Activation Bonus"). The payment of any Activation Bonus due shall be made approximately 120 days following the end of each Contract Year. "Contract Year" means each consecutive twelve month period beginning on November 1<sup>st</sup> and ending on October 31<sup>st</sup> of the following year. URIAA shall be eligible for only one Activation Bonus per Contract Year.

5. Effective October 1, 2004, Attachment #2 to the June 25, 1999 addendum (including Rider #1) which replaced Schedule B of the Agreement, is hereby deleted in its entirety and the provisions in Schedule B are hereby updated and replaced in their entirety with Attachment #1.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies

between this Addendum and the Agreement shall be governed by this Addendum. 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.

UNIVERSITY OF RHODE ISLAND  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Michelle A. Noto*  
Name: *Michelle A. Noto*  
Title: *Executive Director*  
Date: *10/1/04*

By: *Thomas W. Brooks*  
Name: *Thomas W. Brooks*  
Title: *Senior EVP*  
Date: *11/4/04*

## Attachment #1

### SCHEDULE B

#### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay URIAA a Royalty calculated as follows, for those accounts with active charging privileges. Except as otherwise provided in Schedule B or in the Agreement, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

#### A. CONSUMER CREDIT CARD ACCOUNTS (OTHER THAN REWARD ACCOUNTS)

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using 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)).
6. 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). Effective November 1, 2004, the immediately preceding sentence is automatically amended by replacing the reference to "0.50% (one half of one percent)" with "0.30% (three tenths of one percent)". Effective November 1, 2005, the immediately preceding sentence is automatically amended by replacing the reference to "0.30% (three tenths of one percent)" with "0.15% (fifteen one-hundredths of one percent)".

Effective November 1, 2006, the Agreement is automatically amended by deleting this Section A.5., in its entirety, it being understood by the parties that after November 1, 2006 MBNA America will no longer pay to URIAA Royalties on cash advance and cash equivalent transaction volume.

**B. CONSUMER REWARD ACCOUNTS**

Reward Accounts (as defined below) shall only generate the Royalty compensation set forth in this Section B, notwithstanding any other provision of this Agreement.

1. \$1.00 (one dollar) for each new Credit Card Account opened that is carrying the Reward Enhancement (as defined below) and which remains open for at least ninety (90) consecutive days (each a "Reward Account")(the definition of Reward Accounts shall also include the Plus Miles Credit Card Accounts). This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Account (or for a new account that is opened as a result of a changes from one Reward Enhancement program to another) or for any Reward Account opened pursuant to a GIP marketing program.
2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward 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 Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.25% (one quarter of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward 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)).

The definition of "Reward Enhancement" means the loyalty reward Credit Card Account enhancement(s) as provided through MBNA America and offered as part of the Program for Reward Accounts. The Reward Enhancement may be marketed under another name (*e.g.*, World Points or Plus Miles), as determined by MBNA America from time to time, in its sole discretion.

**C. GIP ACCOUNTS**

\$25.00 (twenty five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**D. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

F. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

G. BUSINESS CARD ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts.

1. \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
2. \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

All references to accounts in the compensation provisions of this Attachment #2 are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

## FIA CARD SERVICES™

Via Overnight Delivery

July 22, 2011

Attn: Executive Director  
University of Rhode Island Alumni Association  
12 Davis Hall  
Kingston, Rhode Island 02881

Dear Executive Director:

I am writing to inform you that following a comprehensive review of the University of Rhode Island Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Agreement dated November 23, 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 Section 9 of the Agreement, as amended by Section 2 of that certain Addendum to the Agreement dated October 1, 2004.

The Agreement's expiration date is October 31, 2011.

We have appreciated your endorsement.

Sincerely,



Kristen E. Silva  
Senior Vice President  
FIA Card Services, N.A.