

**UNIVERSITY OF WASHINGTON ALUMNI ASSOCIATION  
AFFINITY AGREEMENT**

This Agreement shall be effective upon the earlier of (i) February 1, 2003, or (ii) the termination of University of Washington's existing agreement with First USA Bank, N.A., (the "Effective Date") (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and University of Washington Alumni Association, a non-profit educational institution having its principal place of business in Seattle, Washington ("UWAA") for themselves, and their respective successors and assigns.

**1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9) and Attachment #1.
- (b) "UWAA Affiliate" means any entity controlling, controlled by or under common control with the UWAA.
- (c) "Credit Card Account" means a credit card account opened by an EP in response to marketing efforts made pursuant to the Program.
- (d) "Customer" means any EP who is a participant in the Program.
- (e) "Financial Service Products" means credit card programs, charge card programs, debit card programs, and travel and entertainment credit card programs or charge card programs.
- (f) "Eligible Participants" ("EPs") means: (i) fans, ticket holders, donors and contributors of any University athletic team or athletic department (each an "Athletic Fan EP"); (ii) employees faculty and staff of the University (each an "Employee EP"); and alumni of the University, members of -UWAA, and/or other potential participants mutually agreed to by UWAA and MBNA America (each an "Alumni EP").
- (g) "Mailing Lists" means updated and current lists submitted via electronic transfer under the terms of this Agreement, and containing names, postal addresses and, when available, telephone numbers of EPs who are least eighteen (18) years of age.
- (h) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the EPs from time to time.
- (i) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, service mark,

trade dress, trade name or trademark used or acquired by the UWAA and/or the University during the term of this Agreement.

(l) "University" means University of Washington and any office or department of, or affiliated or associated with, the University of Washington, including but not limited to the athletic department and the office of student affairs of the University of Washington.

## **2. RIGHTS AND RESPONSIBILITIES OF THE UWAA**

(a) UWAA agrees that during the term of this Agreement it shall offer the Program exclusively and shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential EPs in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, UWAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UWAA of the advertised Financial Service Product.

(b) UWAA authorizes MBNA America to solicit its EPs by mail, direct promotion, advertisements, and/or telephone for participation in the Program.

(c) UWAA shall have the right of prior approval, for quality control purposes, of all Program advertising and solicitation materials to be used by MBNA America which contain a Trademark, to market the Program to and amongst EPs; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due UWAA. In the event such costs exceed Royalties then due UWAA, UWAA shall promptly reimburse MBNA America for all such costs.

(d) Upon the request of MBNA America, not to exceed four (4) times per calendar year, UWAA shall provide MBNA America with Mailing Lists free of any charge; provided, however, that UWAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UWAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by UWAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UWAA. UWAA shall provide the initial Mailing List, containing at least two hundred sixty five thousand (265,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Alumni EPs and Athletic Fan EPs who are at least eighteen years of age;; and fifteen thousand (15,000) non-duplicate names with corresponding campus addresses of Employee EPs who are at least eighteen years of age, as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement. Both parties acknowledge that UWAA has such Mailing Lists readily available and the provision of such lists will require no significant services on the part of UWAA. MBNA acknowledges that names appearing on the

list as to any one of the above categories may also be contained on the list as to one or more of the other categories and that the foregoing provisions as to non-duplication are not applicable to such duplication across list categories.

(e) UWAA shall only provide information to or otherwise communicate with EPs or potential EPs about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UWAA. Any correspondence received by UWAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within two business days of receipt. All charges incurred for this service will be paid by MBNA America.

(f) UWAA 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 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. UWAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after UWAA's execution of this Agreement. Nothing stated in this Agreement prohibits UWAA 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.

(g) UWAA shall, and shall cause the University to, allow MBNA America access to University athletic facilities and events to enable MBNA America to engage in the promotional activities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of UWAA to MBNA America.

(h) UWAA shall allow MBNA America a "hot-link" from the UWAA Web site to another internet site to enable a person to apply for a Credit Card Account. UWAA shall have the right to approve all content on its Web site in connection with such hot link. Such content shall not include any qualitative or comparison language concerning the Program consistent with UWAA's Web site policies. UWAA 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 content with respect to the Program on the UWAA Web site.

### **3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

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

(b) MBNA America shall design all advertising, solicitation and promotional materials as it deems appropriate to market the Program to and amongst the EPs. MBNA America reserves the right of prior written approval of all information concerning or related to the Program, which may be developed by or on behalf of UWAA.

(c) All advertising, solicitation or promotional materials that MBNA America intends to utilize to market new Credit Card Accounts to and among the EPs shall bear one or more of the Trademarks.

(d) MBNA America shall bear all costs of producing and mailing advertising, solicitation or promotional materials for the Program.

(e) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of UWAA.

(f) MBNA America acknowledges the confidential nature of UWAA's Mailing Lists and shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall not rent, use, permit or make available to any third party UWAA's Mailing Lists or Trademarks for any other purpose, without the express written consent of UWAA. Notwithstanding the forgoing, MBNA America may (i) make backup copies of the Mailing List as necessary for it to exercise its rights and perform its obligations under this Agreement; and (ii) provide the Mailing Lists and Trademarks to third party contractors and/or affiliates for marketing and account servicing purposes related to the Program under appropriate confidentiality and use restrictions. MBNA America shall have the sole right to designate EPs on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of UWAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UWAA.

(g) MBNA America acknowledges that, other than as provided herein, UWAA will not provide any services to MBNA America, nor participate in any marketing activities in support of the Program.

#### **4. REPRESENTATIONS AND WARRANTIES**

(a) UWAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in

connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) UWAA 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, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. UWAA further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the Trademarks in connection with any debit card product that utilizes the logo of MasterCard or Visa, any credit card product, or any charge card product, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products.

## **5. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to UWAA as compensation for the exclusive license granted to MBNA America pursuant to Section 2(f) of this Agreement. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide UWAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

## **6. INDEMNIFICATION**

(a) MBNA America shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of UWAA, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of UWAA under this Agreement.

(b) UWAA shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of MBNA America, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of MBNA America under this Agreement.

(c) UWAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") 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 UWAA or MBNA America, respectively as the case may be, or its directors, officers or employees, including, but not limited to, any actual or alleged violation or inaccuracy of any representation or warranty contained in Section 4 above. UWAA will indemnify and hold harmless MBNA America and its Indemnitees 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, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

(d) MBNA America will indemnify and hold harmless UWAA, 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 any act or omission of MBNA America in connection with the offering of Financial Service Products and/or the administration of Credit Card Accounts which constitutes a violation of State of Delaware or federal banking or consumer credit laws or regulations, in which UWAA is included as a defendant (referred to as a "Claim"). UWAA shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. UWAA 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 UWAA takes any Action with respect to a Claim without MBNA America's written approval or UWAA fails to notify MBNA America of a Claim within fifteen (15) business days 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 UWAA harmless with respect to that Claim.

## **7. PROGRAM ADJUSTMENTS**

A summary of the current features of the Program as set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. If MBNA America determines to make a global change to the existing Credit Card Accounts to increase the annual percentage rate (other than a promotional or introductory annual percentage rate) or annual fee, MBNA America shall provide to UWAA at least thirty (30) days advance notice of the effective date of such increase.

## **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 ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and UWAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as

confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority provided that UWAA immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

## **9. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2010. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

## **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 conflict of laws 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 of this Agreement by MBNA America or UWAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

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

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

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

## 12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, 11(c), 11(d) and 11(f) shall survive any termination of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to UWAA:

University of Washington Alumni Association  
1415 N.E. 45<sup>th</sup> Street  
Seattle, Washington 98105

ATTENTION: Mr. John K. Buller,  
Executive Director

Fax #: 206-685-0611

(3) If to MBNA America:

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

ATTENTION: William P. Morrison  
Division President

Fax #: (302) 432-0805

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and UWAA 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 UWAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

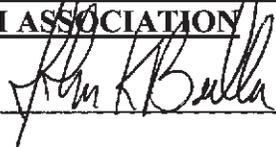
(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance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

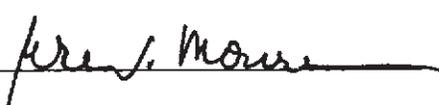
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

UNIVERSITY OF WASHINGTON  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: John K. Buller

Name: William P. Morrison

Title: Executive Director

Title: Division President

Date: 8/30/02

Date: 9/10/02

## SCHEDULE A

### TERMS AND FEATURES

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

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate is a fixed rate of 11.99%.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

#### B. BUSINESS CREDIT CARD ACCOUNTS

“BusinessCard Credit Card Account” means a business Credit Card Account (currently referred to as a *Platinum Plus for Business* account) opened by an EP in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., *Platinum Plus for Business*), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select Customers and/or EPs at its own discretion.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 12.99%.

#### C. REWARD ENHANCEMENT

“Reward Enhancement” means the frequent travel reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is 11.99%.
3. The Reward Enhancement may be marketed under another name, as determined by MBNA America from time to time, in its sole discretion.

## SCHEDULE B

### **ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay UWAA a Royalty calculated as follows. 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**

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

#### **B. BUSINESS CREDIT CARD ACCOUNTS**

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts ; provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B, Section D hereof.

1. 0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

#### **C. REWARD CREDIT CARD ACCOUNTS**

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which

remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.

2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

#### **D. ROYALTY ADVANCE**

1. On the Effective Date MBNA America shall pay to UWAA the sum of One Million Dollars (\$1,000,000) (a "2003 Advance") as an advance against future royalties, subject to the provisions set forth below. On April 1, 2003, and on the first day of each calendar quarter thereafter, up through and including October 1, 2009, MBNA America shall pay to UWAA the sum of Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$333,333.33) (each a "Quarterly Advance" and together with the 2003 Advances, each an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UWAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UWAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UWAA hereunder, and (y) UWAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the most recent Advance paid by MBNA America and the total amount of the accrued Royalties credited by MBNA America against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;

(ii) UWAA breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented by UWAA from conducting at least five (5) direct mail campaigns to the full updated Mailing List of EPs during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented by UWAA from conducting at least three (3) telemarketing campaigns to the full updated Mailing List of EPs during each consecutive twelve month period during the term of the Agreement; and

(v) the University enters into, endorses, sponsors or promotes any debit card program that utilizes the logo of MasterCard or VISA, any credit card program, or any charge 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 UWAA in prior years, and pays UWAA Royalties accrued by UWAA 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.

3. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

**E. ROYALTY GUARANTEE**

UWAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance ) equal to or greater than Ten Million Dollars (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UWAA has not accrued \$10,000,000.00 in Royalties, MBNA America will pay UWAA an amount equal to the Guarantee Amount minus the sum of all compensation earned by UWAA during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection D.1., above.

## ATTACHMENT #1

### MBNA PROMOTIONAL ACTIVITIES

In accordance with Section 2(g) of this Agreement, UWAA shall, or shall cause the University, to provide the following to MBNA America at no additional cost:

- (a) Necessary access, during each year of this Agreement, for MBNA to conduct direct promotion events for the Program at all home football games, men's and women's home basketball games and other mutually agreed upon home athletic events.
- (b) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding University men's and women's home basketball games and nine (9) Locations both within and without the stadium holding the University home football games; other sports such locations as shall be mutually agreed. The Locations shall be at prominent locations and will be mutually agreed upon by UWAA and MBNA America.
- (c) Complimentary facility access to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (d) Six (6) parking permits/passes and two (2) service vehicle permits/passes for each game at which MBNA America will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (f) MBNA America shall be permitted to set up each Location at least two (2) hours prior to the gates opening for the athletic event and will need one and a half (1.5) to two (2) hours after the event to break down the locations.
- (g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and UWAA and both parties agree to be reasonable.
- (h) MBNA America has the right to distribute take-one applications for the Program with football, basketball renewal notices and season ticket mailings, subject to space availability and upon such terms as may be negotiated in good faith between the parties. Increased postal expenses incurred by UWAA due to inserting such take-one applications, shall be the responsibility of MBNA America.
- (i) MBNA America has the right to place Trademarks on gifts for individuals completing applications or other program offers, subject to the prior approval of UWAA with respect to each specific usage. Provided that Collegiate Licensing Company ("CLC") and the University have an agreement with respect to the use of the Trademarks on such gifts, MBNA America agrees to use vendors licensed by CLC for the production of such gifts, or to cause any other vendor to become licensed by CLC to use the Trademarks in the production of such gifts.

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Paul K. Buller 11/19/02  
Charles H. Melony 11/21/02

**ADDENDUM TO THE UNIVERSITY OF WASHINGTON  
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1 day of Feb, 2003 by and between University of Washington Alumni Association ("UWAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA and MBNA America are parties to an affinity agreement dated February 1, 2003 (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UWAA 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 Agreement is hereby amended by adding the following to the end of section 1(c):

A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.

3. Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(f):

(f) "Eligible Participants" or "EP" means: (i) an undergraduate student of the University of Washington (each a "Student EP"); (ii) fans, ticket holders, donors and contributors of any University athletic team or athletic department (each an "Athletic Fan EP"); (iii) employees, faculty, and staff of the University (each an "Employee EP"); and (iv), alumni of the University, members of UWAA and/or other potential participants mutually agreed to by Alumni Association and MBNA America (each an "Alumni EP").

4. The Agreement is hereby amended by adding the following to the end of Section 2(b):  
"Notwithstanding the foregoing, MBNA America shall not, without the prior consent of UWAA: (i) market the Program to Student EPs via telephone; or (ii) actively market the Program to freshman students."
5. UWAA shall provide an initial Mailing List, containing at least Twenty-two Thousand (22,000) non-duplicate names with corresponding postal addresses of Student EPs who have authorized release of directory information (other than freshman students) as soon as possible but no later than thirty (30) days after the Effective Date of the Agreement.
6. Section A.3. of Schedule B is hereby deleted in its entirety and replaced with the following:
  3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2)

are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

7. Section A of Schedule B of the Agreement is hereby amended by adding the following new subsection 4:

4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

8. Schedule B of the Agreement is hereby amended by deleting Section D and replacing it with the following new Section D:

D. ROYALTY ADVANCE

1. On the Effective Date MBNA America shall pay to UWAA the sum of One Million Dollars (\$1,000,000) (the "2003 Advance") as an advance against future royalties, subject to the provisions set forth below. On April 1, 2003, and on the first day of each calendar quarter thereafter, up through and including October 1, 2009, MBNA America shall pay to UWAA the sum of Four Hundred Eleven Thousand One Hundred Eleven Dollars and Ten Cents (\$411,111.10) (each a "Quarterly Advance" and together with the 2003 Advance, each an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. In any Contract Year (as hereinafter defined) in which UWAA permits MBNA America to conduct at least four (4) direct mail campaigns and one telemarketing campaign to the full updated Mailing List of Student EPs, the Quarterly Advance for that Contact Year shall be increased to Four Hundred Forty Four Thousand Four Hundred Forty Four Dollars and Forty Four Cents (\$444,444.44). All Royalties accrued shall, in lieu of direct payment to UWAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UWAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UWAA hereunder, and (y) UWAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the most recent Advance paid by MBNA America and the total amount of the accrued Royalties credited by MBNA America against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UWAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by UWAA from conducting at least five (5) direct mail campaigns to the full updated Mailing List of EPs (other than Student EPs) during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented by UWAA from conducting at least three (3) telemarketing campaigns to the full updated Mailing

List of EPs (other than Student EPs) during each consecutive twelve month period during the term of the Agreement;

(v) MBNA America is prohibited or otherwise prevented by UWAA from conducting at least three (3) direct mail campaigns to the full updated Mailing List of Student EPs (other than freshmen) during each consecutive twelve month period during the term of the Agreement;

(vi) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling) on at least fifteen (15) days, during each consecutive twelve month period during the term of the Agreement; and

(vii) the University enters into, endorses, sponsors or promotes any debit card program that utilizes the logo of MasterCard or VISA, any credit card program, or any charge 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 UWAA in prior years, and pays UWAA Royalties accrued by UWAA 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.

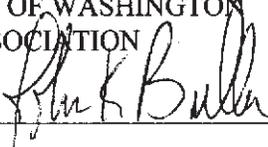
3. "Contract Year" means each consecutive twelve month period beginning on February 1<sup>st</sup> and ending on January 31<sup>st</sup> of the following year.

9. Section E of Schedule B of the Agreement is hereby amended by deleting each reference to "Ten Million Dollars" or "10,000,000.00" and replacing it with "Twelve Million One Hundred Thousand Dollars (12,100,000)".

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

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

UNIVERSITY OF WASHINGTON  
ALUMNI ASSOCIATION

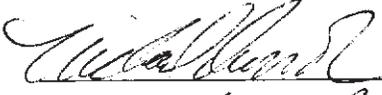
By: 

Name: John K. Butler

Title: Executive Director

Date: 1/21/03

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Duroch

Title: SEVP

Date: 2/25/03

**ADDENDUM TO THE UNIVERSITY OF WASHINGTON ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17th day of January, 2006 by and between The University of Washington Alumni Association ("UWAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA and MBNA America are parties to an affinity agreement dated February 1, 2003 (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 UWAA; and

WHEREAS, UWAA and MBNA America mutually desire to change certain pricing terms the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UWAA 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. Capitalized terms defined herein replace capitalized terms defined in the Agreement.

2. Section A of Schedule B of the Agreement is hereby amended by removing it in its entirety and replacing it with the following:

**A. CONSUMER CREDIT CARD ACCOUNTS**

**I. For each Alumni Credit Card Account:**

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

**II. For each Student Credit Card Account:**

1. \$1.00 (one dollar) for each new consumer Credit Card 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 consumer Credit Card 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.

2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by customers using a 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 gambling chips)).

3. Section C of Schedule B of the Agreement is hereby amended by removing it in its entirety and replacing it with the following:

C. REWARD CREDIT CARD ACCOUNTS

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

I. For each Alumni Credit Card Account which is also a Reward Credit Card Account:

1. \$1.00 (one dollar) for each new consumer Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Alumni Credit Card Account which, after opening converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account with active charging privileges (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

II. For each Student Credit Card Account which is also a Reward Credit Card Account:

1. \$1.00 (one dollar) for each new Reward Credit Card 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 consumer Credit Card 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. This Royalty will not be paid for any Student Credit Card Account which, after opening converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.16% (sixteen hundredths of one percent) of all retail purchase transaction dollar volume generated by customers using a Reward Credit Card Account with active charging privileges (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 gambling chips)).

4. When used in this Addendum, the following terms have the meanings set forth herein:

"Alumni Credit Card Account" means a Credit Card Account opened through an application coded by MBNA America as an alumni application.

"Eligible Participants" or "EP" means: (i) an undergraduate student of the University (each a "Student EP"); (ii) fans, ticket holders, donors or contributors of any University athletic team or athletic department (each an "Athletic Fan EP"); employees, faculty and staff of the University (each an "Employee EP"); and (iv) alumni of the University, members of the UWAA and/or potential participants mutually agreed to by the UWAA and MBNA America (each an "Alumni EP").

"GIP" or "Group Incentive Program" means any marketing or other program whereby UWAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

"GIP Account" means a credit card account opened by a person pursuant to a GIP in which UWAA complies with the GIP provisions of this Addendum.

"Student Credit Card Account" means a Credit Card Account opened through an application coded by MBNA America as a student application.

5. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UWAA pursuant to any GIP. In that regard,

UWAA 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 UWAA to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

6. All marketing materials generated as a result of such GIP programs shall be coded by UWAA for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.
7. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by UWAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.
8. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UWAA pursuant to any GIP shall be deducted from any or all compensation payments due UWAA under this Addendum or the Agreement.
9. UWAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.
10. During the term of the Agreement, MBNA America will pay UWAA a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:  
  
\$40.00 (forty 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.
11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through 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 WASHINGTON  
ALUMNI ASSOCIATION

By:

*John Buller*

Name:

*John Buller*

Title:

*Executive Director*

Date:

*2/8/06*

MBNA AMERICA BANK, N.A.

By:

*Thomas W. Brooks*

Name:

*Thomas W. Brooks*

Title:

*SEVP*

Date:

*2/24/06*

JMS  
5/16/07

**DEPOSIT PROGRAM ADDENDUM  
TO THE UNIVERSITY OF WASHINGTON ALUMNI ASSOCIATION**

2007 THIS ADDENDUM (the "Addendum") is entered into as of the 18<sup>th</sup> day of ~~September~~ <sup>April</sup>, 2006, by and between UNIVERSITY OF WASHINGTON ALUMNI ASSOCIATION ("UWAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UWAA and Bank are parties to an Affinity Agreement dated as of September 1, 2002 as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of UWAA; and,

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Members, including those persons and Mailing Lists provided by UWAA under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank. Bank and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits. Deposits will be subject to Bank's standard Deposit agreements. UWAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.
4. UWAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may

be offered in connection with the Program. Subject to the foregoing, all of UWAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

5. During the term of the Deposit Program, UWAA will receive the royalties set forth below for Program Deposit Accounts. Deposit Account royalties will not be paid to UWAA on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise.

(a) \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.
7. Notwithstanding anything contained in the Agreement to the contrary, UWAA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end three years thereafter ("Deposits Program Initial Term"). The Deposits Program will

automatically extend at the end of the Deposits Program Initial Term for additional two-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposits Program Initial Term or the applicable Deposit Program Renewal Term. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.

9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and UWAA shall not take any action to cause the removal of UWAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UWAA.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.
11. For a one (1) year period following the termination of the Deposit Program for any reason, UWAA agrees that neither UWAA nor any UWAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
12. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

UNIVERSITY OF WASHINGTON

FIA CARD SERVICES, N.A.

ALUMNI ASSOCIATION

By: Charles R. Blumfeld

By: Janeal J. Fyfe

Name: CHARLES R. BLUMENFELD

Name: Janeal Fyfe

Title: EXECUTIVE DIRECTOR

Title: SVP

Date: 4/18/07

Date: 5/16/07

# FIA CARD SERVICES®

Via Overnight Delivery

October 13, 2009

Mr. John K. Buller – Executive Director  
University of Washington Alumni Association  
1415 N.E. 45<sup>th</sup> Street  
Seattle, Washington 98105

Dear Mr. Buller:

I am writing to inform you that following a comprehensive review of the University of Washington Alumni Association Deposits Program, FIA Card Services, N.A. ("FIA") has decided not to renew our Deposit Program which was made a part of the Program by an addendum entered into April 18, 2007 ("Deposits Program Addendum").

This letter serves as FIA's written notice of non-renewal as required by Paragraph 8 of the Deposits Program Addendum. The Deposits Program will terminate effective April 18, 2010.

For the sake of clarity the termination of the Deposits Program shall not effect or otherwise impact the credit card Program which is offered pursuant to the University of Washington Alumni Association Affinity Agreement.

We have appreciated your endorsement.

Sincerely,



Nazanin Rad  
Assistant Vice President  
FIA Card Services, N.A.

C: Sue Brockman  
Paul Rucker  
Eddie Pasatiempo

# FIA CARD SERVICES®

Via Overnight Delivery

October 13, 2009

Sue Brockmann  
Director of Marketing, Communications & Revenue Development  
University of Washington Alumni Association  
4333 Brooklyn Ave NE  
Seattle, Washington 98195

Dear Ms. Brockmann:

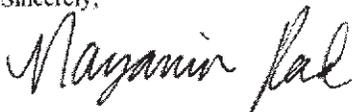
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C: John K. Buller  
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Paul Rucker

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Via Overnight Delivery

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University of Washington Alumni Association  
4333 Brooklyn Ave. NE  
Seattle, Washington 98195

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C: John K. Buller  
Eddie Pasatiempo  
Sue Brockmann

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Via Overnight Delivery

October 13, 2009

Eddie Pasatiempo  
Board President  
University of Washington Alumni Association  
4333 Brooklyn Ave. NE  
Seattle, Washington 98195

Dear Mr. Pasatiempo:

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Nazanin Rad  
Assistant Vice President  
FIA Card Services, N.A.

C: John K. Buller  
Paul Rucker  
Sue Brockmann

**FIA CARD SERVICES™**

FIA Card Services, DE5-001-09-03  
1100 N King Street  
Wilmington, DE 19884

Tel: 800.441.7048

Via Overnight Delivery

December 21, 2009

Mr. John K. Buller  
Executive Director  
University of Washington Alumni Association  
1415 N.E. 45<sup>th</sup> Street  
Seattle, Washington 98105

Dear Mr. Buller:

I am writing to inform you that following a comprehensive review of the University of Washington Alumni Association credit card program, FIA Card Services, N.A. (formerly known as MBNA America Bank, N.A.) ("FIA") has decided not to renew our Affinity Agreement as the same may have been amended ("Agreement").

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

The Agreement will terminate March 31, 2010.

We have appreciated your endorsement.

Sincerely,



Steve Doan  
Senior Vice President  
FIA Card Services, N.A.

C: Sue Brockman  
Paul Rucker

**FIA CARD SERVICES™**

FIA Card Services DE6-091-08-03  
1100 N King Street  
Wilmington, DE 19864

Tel: 800.441.7948

Via Overnight Delivery

December 21, 2009

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University of Washington Alumni Association  
4333 Brooklyn Ave NE  
Seattle, Washington 98195

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Eddie Pasatiempo  
Paul Rucker

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Nazanin Rad  
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FIA Card Services, N.A.

C: John K. Buller  
Paul Rucker  
Sue Brockmann

**FIA CARD SERVICES™**

August 12, 2010

FIA Card Services, DE5-001-08-03  
1100 N King Street  
Wilmington, DE 19884

Tel: 800.441.7048

Mr. John K. Buller  
Executive Director  
University of Washington Alumni Association  
1415 N.E. 45<sup>th</sup> Street  
Seattle, Washington 98105

RE: Amendment and Extension of Agreement

Dear Mr. Buller:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and University of Washington Alumni Association ("UWAA") would like to extend the current term of the Affinity Agreement dated as of February 1, 2004 (as it has been amended) wherein Bank provides financial services products to customers of UWAA (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to November 30, 2010, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,



Nazanin Rad  
Assistant Vice President  
469-201-4881

Accepted and agreed:

FIA CARD SERVICES, N.A.

By: 

Name: Stephen Dean

Title: S. J. P.

UNIVERSITY OF WASHINGTON  
ALUMNI ASSOCIATION

By: 

Name: Paul Rucker

Title: Executive Director

cc: Paul Rucker, Executive Director  
Sue Brockman, Director of Marketing, Communications & Revenue  
Bryan Daisley, Associate Marketing Director