

## AGREEMENT

This Agreement is entered into as of this 9<sup>th</sup> day of November, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and THE FOUNDATION OF THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE, INC. having its principal place of business in Charlotte, North Carolina ("Foundation") for the benefit of THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE ALUMNI ASSOCIATION, an affiliate of the Foundation having its principal place of business in Charlotte, North Carolina ("UNCCAA"), and UNCCAA for themselves, and their respective successors and assigns.

### 1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement, Exhibit A and Schedules A, B and C (W-9 Tax Identification Form) and any amendments, modifications or supplements thereto made from time to time.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by UNCCAA or the Customer as an undergraduate student of the University of North Carolina at Charlotte.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, installment loan programs, revolving loan programs, travel and entertainment card programs with any financial institution, and, deposit programs. This definition shall not include the corporate credit card program held for any benefit of University by the state of North Carolina, limited to state employees traveling on official business, nor any 'Smart Card' program offered exclusively to University faculty, staff and students and including, in addition to campus financial transaction and administrative transaction functions, financial services capabilities including but not limited to those programs listed in the preceding sentence. Smart Card as defined above shall not include offering a credit feature to more than one thousand Members.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni, faculty, staff and friends of University and/or other potential participants mutually agreed to by UNCCAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products offered by MBNA America pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.

(i) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark owned or controlled by UNCCAA and/or University during the term of this Agreement.

## **2. RIGHTS AND RESPONSIBILITIES OF UNCCAA AND FOUNDATION**

(a) UNCCAA and Foundation each agree that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; (iii) and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; unless otherwise required by law, by any state or federal court or by any governmental authority and (iv) no UNCCAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

(b) UNCCAA and Foundation each agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program to the extent permitted by law.

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

(d) UNCCAA shall have the right of prior written approval of all Program advertising and solicitation materials to be used by MBNA America and timing, which contain or reference UNCCAA's and/or University's Trademarks; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, UNCCAA and/or Foundation shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by UNCCAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Foundation for the benefit of UNCCAA. The initial Mailing List shall contain approximately fifty thousand (50,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) UNCCAA and Foundation each shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UNCCAA and/or Foundation. Notwithstanding the above, UNCCAA and/or Foundation may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to UNCCAA and/or Foundation. UNCCAA and/or Foundation may provide general information about the availability of the Program to Members as long as such information does not require regulatory disclosures.

(g) UNCCAA and Foundation hereby grant 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 UNCCAA or Foundation 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) UNCCAA shall provide MBNA America with a subscription without charge to any and all UNCCAA publications.

(i) UNCCAA shall have the right to include UNCCAA materials developed by UNCCAA at its expense, in mailings sent to Customers by MBNA America, subject to MBNA America's approval, at MBNA America's sole discretion, of the size, weight, content and timing of such materials. Further, UNCCAA shall have the right to insert messages on the statements sent to Customers by MBNA America, subject to MBNA America's approval, at MBNA America's sole discretion, of the length, content and timing of such messages.

### **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. All advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of UNCCAA shall be subject to the prior written approval of both MBNA America and UNCCAA.

(c) MBNA America shall bear all costs of producing mailing materials and conducting on and off campus promotion events staffed by MBNA America employees for the Program. On-campus promotion events are subject to University rules and regulations which shall be provided to MBNA prior to the commencement of such on campus promotions.

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

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of UNCCAA. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by UNCCAA.

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

(a) UNCCAA, Foundation and MBNA America each represent and warrant to the other that as of the Effective Date and throughout the term of this Agreement:

- (i) UNCCAA is an affiliate of the Foundation which 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) Foundation and UNCCAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that they have the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

(c) MBNA America represents and warrants that as of the date hereof and throughout the term of this Agreement that it has all the necessary licenses and authorization to develop and administer the Program.

## **5. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to Foundation for the benefit of UNCCAA. Royalties will not be paid without a completed IRS form W-9 for Foundation. 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) Upon the written request of UNCCAA, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide UNCCAA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due UNCCAA since the last request was made or, if no previous request was made hereunder, for the last quarter Royalty calculations performed by MBNA America and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at UNCCAA's expense, if UNCCAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

(c) Each quarterly Royalty statement will be accompanied by a report which shall include but not be limited to: the number of new accounts, the number of renewed accounts, the total net retail purchase volume, the total alumni cash advance volume which make up the Royalty calculated for that quarter. UNCCAA may request interim reports of available data on Program activity.

## **6. CROSS INDEMNIFICATION**

(a) **MBNA America:** MBNA America agrees to indemnify and hold Foundation and UNCCAA and each of their respective agents, harmless from any and all direct or contingent liabilities, claims, damages, losses and expenses arising directly or indirectly from the activity of MBNA America or its agents in participating in the Program except for such expenses that are an obligation of Foundation or UNCCAA, and except to the extent that the same are the result of UNCCAA's or Foundation's gross negligence or willfull misconduct . This indemnity shall include any loss, damage, liability, claims or causes of action under any applicable state or federal consumer credit laws, including, but not limited to, the Federal Truth in Lending Act and Equal Credit Opportunity Act, and applicable federal or state financial privacy laws. The foregoing is not and may not be deemed as an admission by MBNA America that any law or regulation other than federal and Delaware state law apply to MBNA America or its performance under this Agreement. Neither MBNA, UNCCAA, nor Foundation shall have any liability to the other parties for interest and other normal credit card charges assessed against Customer for the services related to the Program.

(b) **UNCCAA:** Foundation and UNCCAA each agrees to indemnify and hold MBNA America and its agents harmless from any and all direct or contingent liabilities, claims, damages, losses and expenses arising directly or indirectly from the activity of UNCCAA, Foundation and/or their respective agents in participating in the Program or arising directly or indirectly from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, except to the extent that the same are the result of MBNA America's gross negligence or willful misconduct.

## **7. PROGRAM ADJUSTMENTS**

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

## **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 UNCCAA 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, by any state or federal court or by any governmental authority.

## **9. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-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 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 of this Agreement by MBNA America, UNCCAA or Foundation, either of the other parties 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 UNCCAA 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 and Mailing Lists, subject to Section 3 (e). 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 communicated by UNCCAA to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Such approval must be granted or withheld within ten (10) days of receipt of such written notice. Upon termination of this Agreement, neither UNCCAA nor Foundation shall not attempt to cause the removal of UNCCAA'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, provided, however, UNCCAA and/or Foundation may solicit Members for Financial Service Products to be provided by any other financial institution following the effective date of termination of this Agreement.

*ATB*  
*CEE*  
*DK*

## **12. MISCELLANEOUS**

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

(b) The obligations in Sections 8, 11 (c), 11 (d) and 13 shall survive any termination of this Agreement. The obligations in Section 6 shall survive termination of this Agreement for a period of thirty-six (36) months.

(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 and approvals 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:

- (i) If to UNCCAA or Foundation;

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE ALUMNI  
ASSOCIATION

9201 University City Boulevard  
Charlotte, North Carolina 28223

ATTENTION: Mr. Garry L. Ballard, Director of Alumni Affairs

Foundation of the University of North Carolina at  
Charlotte, Inc.

9201 University City Boulevard  
Charlotte, North Carolina 28223

ATTENTION: Mr. Olen Smith, Vice Chancellor of  
Business Affairs

- (ii) If to MBNA America:

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

ATTENTION: Mr. David L. Harris, Executive Vice President

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.

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

(j) No 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.

(l) All obligations of all parties to this Agreement are conditioned upon the execution by Foundation, UNCCAA, MBNA America and University of an agreement authorizing use of the Mailing List and Trademarks as specified herein. MBNA America, Foundation and UNCCAA hereby affirm that the terms of the agreement attached as Exhibit A fully satisfies that condition.

### **13. CUSTOMER LIST**

(a) Upon the request of UNCCAA but in no event more than once per year, MBNA America shall provide a list of names and addresses of Customers (collectively, hereinafter "Customer List"). UNCCAA shall return any and all Customer Lists provided by MBNA America in the form provided within thirty (30) days of receipt of such Customer Lists. However, UNCCAA may maintain the information in the Customer List solely for internal alumni informational purposes. UNCCAA is expressly prohibited from using the Customer List or any copy or compilation thereof, in any form or medium, to solicit Financial Service Products during the term of this Agreement or after the effective termination date of this Agreement.

(b) Each Customer List is and shall remain the sole property of MBNA America. UNCCAA shall not make and shall prevent its employees, volunteers, and representatives from making Customer List(s) available in whole or in part to any person or entity other than MBNA America without receiving the prior written approval of MBNA America. In the view of the confidential nature of the Customer List, UNCCAA warrants that all employees, volunteers, agents and/or representatives of UNCCAA who work with the Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy the Customer List or make any use of the Customer List other than as provided in Paragraph 13 (a) above, or as specifically approved by MBNA America.

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

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE ALUMNI ASSOCIATION

By: Amy L. Ballard  
Title: Director, Alumni Affairs

FOUNDATION OF THE UNIVERSITY OF NORTH CAROLINA  
AT CHARLOTTE

By: [Signature]  
Title: CHAIRMAN

MBNA AMERICA BANK, N.A.

By: [Signature]  
Title: Executive Vice President

## SCHEDULE A

### I. TERMS AND FEATURES

#### A. CREDIT CARD ACCOUNTS

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:

- \* There is no Annual Fee for both the Alumni and Student Customers.
- \* For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
- \* For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
- \* Alumni Customers will be offered a fixed rate of 7.9% for cash and retail purchases for the first twelve months of opening an Alumni Customer Credit Card Account.
- \* A sample of the current benefits offered are:
  - 24 hour service
  - Lost luggage reimbursement up to \$3,000
  - Rental car benefits
  - Payment holidays
  - Emergency cash and airline tickets
  - Gold card travel assistance
  - Gold card buyers protection
  - Gold card year end summary of charges

All benefits are subject to change at the sole discretion of MBNA without prior notice to Foundation or UNCCAA.

B. GOLD RESERVE ACCOUNTS

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

- \* There is NO annual fee for the first six (6) months.
- \* 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 17.9%.

C. GOLD OPTION ACCOUNTS

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

- \* There is NO Annual Fee.
- \* The current annual percentage rate is 14.99%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

\* \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

\* \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Customer 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.

\* \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Customer 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.

\* .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

\* .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

\* .50% of all cash advance volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions related to unauthorized transactions).

#### B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$.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.

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

1. \$.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.

### **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.

### **E. ROYALTY ADVANCE**

1. Upon execution of this Agreement and commencement of the first Full Marketing Campaign (as defined herein), MBNA America shall pay to UNCCAA, as an advance against future Royalties, the sum of \$100,000 (one hundred thousand dollars) (the "Advance"); \$50,000 payable upon execution and delivery of this Agreement and \$50,000 payable upon commencement of the First Full Marketing Campaign. All Royalties earned by UNCCAA pursuant to this Agreement shall, in lieu of direct payment to UNCCAA, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to UNCCAA as provided in this Agreement. UNCCAA hereby promises to pay MBNA America upon demand any difference between the amount of the Advance and the total amount of accrued Royalties received by Foundation for the benefit of UNCCAA as of the date of such demand, only in the event any of the following should occur:

(i) UNCCAA materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;

(ii) UNCCAA ceases to exclusively authorize the Program by providing the exclusivity as provided in Section 2 (a)(i) through (iii) of this Agreement during the term of this Agreement; or

(iii) MBNA America is prohibited or otherwise prevented, by Foundation or UNCCAA from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum

of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or

(iv) MBNA America is prohibited by UNCCAA or Foundation from promoting the Program on campus at locations previously approved by UNCCAA through direct promotion campaigns (e.g., tabling and postering). Such direct promotion campaigns are subject to University's policies and rules which shall be provided to MBNA prior to commencement of such direct promotions.

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

#### **F. ROYALTY GUARANTEE**

UNCCAA shall be guaranteed to accrue royalties (including without limitation the amount of the Advance) equal to or greater than \$200,000 (two hundred thousand dollars) by the end of the initial term of the Agreement. In addition, if the following conditions, and only these conditions, are satisfied, MBNA America promises to pay UNCCAA on or before September 30, 2000 an amount equal to the difference between \$200,000 (two hundred thousand dollars) and the total Advance and/or Royalties received by Foundation for the benefit of UNCCAA in connection with the Program during the initial term of the Agreement, so long as such difference is greater than zero;

(i) UNCCAA used its best efforts to assist MBNA America in connection with the <sup>P</sup> program . ~~opening a minimum of four thousand (4,000) new Credit Card Accounts each year during the first three years of the Agreement;~~ *ASB*  
*CEL*  
*DT*

(ii) UNCCAA does not materially breach any of its obligations under this Agreement, and the Agreement does not terminate as a result of such material breach; and

(iii) UNCCAA was/is not required to repay any or all of the Advance, as provided in subsection E.1. above.

(iv) UNCCAA, Foundation on behalf of UNCCAA or University of North Carolina at Charlotte does not endorse the opportunity to add a credit feature on the 'Smart Card' as defined in Section 1(d) under Financial Services herein, to more than one thousand Members.

**AGREEMENT CONCERNING AUTHORIZATION TO USE CERTAIN  
MAILING LISTS, TRADEMARKS, AND SERVICE MARKS**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_, 19\_\_\_, by and among The Foundation of The University of North Carolina at Charlotte, a private nonprofit corporation having its principal offices at Charlotte, North Carolina (hereinafter "Foundation"), and The University of North Carolina at Charlotte, a body corporate and politic established by the constitution and laws of the State of North Carolina located in Charlotte, North Carolina (hereinafter "University"), The University of North Carolina at Charlotte Alumni Association ("UNCCAA"), an affiliate of Foundation, and MBNA America Bank, N.A., a national banking association organized under the laws of the United States of America, located in Newark, Delaware (hereinafter "MBNA America").

WHEREAS, Foundation and UNCCAA wish to assist the University through an agreement (hereinafter the "Foundation-MBNA Agreement") dated as of October \_\_\_, 1995, by and among Foundation, UNCCAA and MBNA America, providing for certain financial service products to be offered to University alumni, students, faculty, staff, and friends by MBNA America in consideration of certain royalties to be received by Foundation for the benefit of UNCCAA; and

WHEREAS, the Foundation-MBNA Agreement requires Foundation and/or UNCCAA to provide certain Mailing Lists (as defined in the Foundation-MBNA Agreement) which are the property of University to MBNA America for limited purposes only as more fully set out in that agreement; and

WHEREAS, the Foundation-MBNA Agreement also requires Foundation and UNCCAA to license to MBNA America for certain limited purposes the use of certain trade and service marks which are the property of or are controlled by the University, as more fully set out in that agreement; and

WHEREAS, University will benefit from the assistance UNCCAA will receive from royalties resulting from that agreement and MBNA America will benefit from the use of the Mailing Lists, trademarks, and service marks provided under that agreement,

NOW THEREFORE, the parties hereto, in consideration of the mutual promises and covenants herein, do hereby agree as follows:

1. University hereby grants to Foundation and UNCCAA the right to use University trademarks and service marks as defined in the Foundation-MBNA Agreement for the limited purposes set forth in that agreement. This grant includes the right to sublicense MBNA America to use said trademarks and service marks solely for the purposes and on the conditions provided in the Foundation-MBNA Agreement. This license with right to sublicense is granted only for the term of Foundation-MBNA Agreement and any renewals thereof.

2. University will provide Foundation and UNCCAA the University's Mailing Lists as often as specified in such agreement and for use by MBNA America solely for the purposes set forth in that agreement. Foundation and UNCCAA are authorized to provide such Mailing Lists to MBNA-America on condition that such Mailing Lists shall be used only for the purposes set forth in the Foundation-MBNA Agreement. The Mailing Lists will be provided only during the term of the Foundation-MBNA Agreement and any renewals thereof.

3. In consideration of the rights and benefits granted herein, Foundation and UNCCAA agree to apply all royalties derived from the Foundation-MBNA Agreement to the benefit of UNCCAA, and to carry out all other obligations undertaken by Foundation and UNCCAA in that agreement.

4. This Agreement cannot be amended except by written agreement signed by each of the parties hereto.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date listed above.

THE FOUNDATION OF  
THE UNIVERSITY OF NORTH  
CAROLINA AT CHARLOTTE, INC.

By:   
Title: CHAIRMAN

THE UNIVERSITY OF NORTH  
CAROLINA AT CHARLOTTE

By:   
Title: Vice Chancellor for Business Affairs

THE UNIVERSITY OF NORTH  
CAROLINA AT CHARLOTTE  
ALUMNI ASSOCIATION

By:   
Title: Director, Alumni Affairs

MBNA AMERICA BANK, N.A.

By:   
Title: Exec. VP.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 25 day of ~~June~~<sup>August</sup>, 2000 by and between THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE ALUMNI ASSOCIATION ("UNCCAA"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, The Foundation of the University of North Carolina at Charlotte, Inc., acting for the benefit of UNCCAA, and MBNA America are parties to an affinity agreement dated as of November 8, 1995, as amended by that certain letter agreement dated May 10, 2000 (the "May Letter") (collectively, 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 UNCCAA;

WHEREAS, UNCCAA has succeeded to the interests of the Foundation under the Agreement in all respects, and has fully assumed all rights and obligations of the Foundation under and in connection with the Agreement; and

WHEREAS, UNCCAA and MBNA America mutually desire to modify the Agreement to more fully reflect the terms agreed upon in the May Letter, and thereby replace the May Letter as a part of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UNCCAA 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 September 30, 2007. Thereafter, the Agreement shall, subject to the other terms and conditions of the Agreement as amended by this Addendum (including without limitation Schedule B, Section F.), automatically extend at the end of the current term or any renewal term for successive one-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.

3. Schedule B, Sections E and F are hereby amended to read in their entirety as:

E. ROYALTY ADVANCE.

1. MBNA America shall pay to UNCCAA the sum of Three Hundred Thousand dollars (\$300,000) upon full execution of the Addendum by the parties, Seventy Five Thousand dollars (\$75,000) on or before October 1, 2001, and Seventy Five Thousand dollars (\$75,000) on or before October 1, 2002 (each, an "Advance"), in each case as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UNCCAA, be applied against the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UNCCAA as set forth in this Agreement. Notwithstanding the foregoing, UNCCAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total 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 (v) below should occur:

- (i) UNCCAA breaches any of its obligations under this Agreement;
- (ii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited by UNCCAA from promoting the Program on campus at locations previously approved by UNCCAA through direct promotion campaigns (e.g., tabling and posterage). Such direct promotion campaigns are subject to University's policies and rules which shall be provided to MBNA America prior to commencement of such direct promotions; or
- (v) the Agreement terminates and the total amount of the Advances has not been fully recouped by MBNA America.

4. Schedule B is hereby amended to add the following new Sections F and G.

F. BONUS COMPENSATION

Upon the full execution of the Addendum by the parties, MBNA America shall pay UNCCAA bonus compensation in the amount of Ten Thousand Dollars (\$10,000), and shall do so annually thereafter for the next six years during the term of this Agreement, for a total payment of Seventy Thousand dollars (\$70,000), subject in each case to the following conditions: (i) UNCCAA is not in breach of the Agreement as of the date any such payment is otherwise due; and (ii) if as of September 30, 2007 the Program has not achieved the account goal of 14,000 new Program Credit Card Accounts opened since June 1, 2000 (the "Account Goal"), then notwithstanding any other provision of this Agreement, the current term of the Agreement (including without limitation all rights granted in the Agreement), shall automatically extend without further action of the parties for an additional period of one year (the "Extension Year"), and any notice of intention not to renew which UNCCAA may send or have sent to MBNA America effective on or before September 30, 2007 shall be ineffective and void. During such Extension Year, UNCCAA shall not be eligible for any further bonus compensation payments. Renewal or expiration of the Agreement beyond the Extension Year shall be accomplished in accordance with the automatic renewal provisions of the Agreement.

G. HOME COMING SPONSORSHIP

MBNA America shall pay to UNCCAA each year during the term of the Agreement (and during the Extension Year, if any), a Three Thousand dollar (\$3,000) contribution as a sponsorship for the UNCCAA homecoming event to take place each such year.

5. 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. 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. This Addendum replaces the May Letter in its

entirety. 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.

THE UNIVERSITY OF NORTH CAROLINA  
AT CHARLOTTE ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: David Miller  
Name: David Miller  
Title: President  
Date: 8/2/00

By: Michael Durrell  
Name: Michael Durrell  
Title: SEVP  
Date: August 25, 2000

**CUSTOMER LIST ADDENDUM  
TO THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE ALUMNI ASSOCIATION  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 26<sup>th</sup> day of September, 2002 by and between THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE ALUMNI ASSOCIATION ("UNCCAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Two times per year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide UNCCAA with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to UNCCAA, and may restrict any use by UNCCAA of any Customer List or Customer Information which is provided by MBNA America to UNCCAA, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.
3. UNCCAA shall return to MBNA America each Customer List, in the same form as received by UNCCAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, UNCCAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.
4. Any Customer List provided to UNCCAA may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to UNCCAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (a) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. UNCCAA expressly acknowledges and agrees that UNCCAA has no property right or interest whatsoever in any Customer List. UNCCAA shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times UNCCAA shall keep in confidence and trust all Customer Lists. UNCCAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and UNCCAA specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

6. UNCCAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. UNCCAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. UNCCAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to UNCCAA from time to time. UNCCAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UNCCAA who need such access to perform their duties for UNCCAA. In view of the confidential nature of the Customer List, UNCCAA warrants that UNCCAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

7. Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by UNCCAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, UNCCAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UNCCAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

8. In the event UNCCAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, UNCCAA agrees to: (i) immediately notify MBNA America of the existence, terms

and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

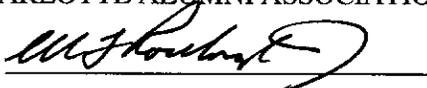
9. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

10. 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. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide UNCCAA with a Customer List) shall survive the termination of the Agreement.

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

THE UNIVERSITY OF NORTH CAROLINA  
AT CHARLOTTE ALUMNI ASSOCIATION

By:



Name:

MORGAN G. ROSEBOROUGH, JR.

Title:

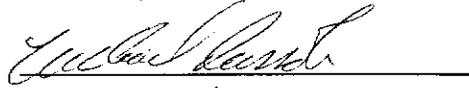
DIRECTOR

Date:

26 September, 2002

MBNA AMERICA BANK, N.A.

By:



Name:

Michael Durrah

Title:

SEVP

Date:

October 14, 2002

**TERM EXTENSION ADDENDUM  
TO THE FOUNDATION OF THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE, INC.  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of October, 2007 by and The Foundation of the University of North Carolina at Charlotte ("Foundation"), for the benefit of University of North Carolina At Charlotte, Inc. ("UNCCAA"), and FIA Card Services, N.A.. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Foundation and Bank are parties to an Agreement dated as of November 8, 1995, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of UNCCAA; and

WHEREAS, the parties agreed in an Addendum dated August 25, 2000, that UNCCAA had succeeded to the interests of the Foundation under the Agreement in all respects, and had fully assumed all rights and obligations of the Foundation under and in connection with the Agreement; and

WHEREAS, the parties agree to reverse that succession and to have the Foundation, on UNCAA's behalf, assume all rights and obligations under and in connection with the Agreement; and

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

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

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

2. Section 1(i) is hereby amended to read in its entirety as follows:

“(i) **“Trademarks”** means any design, image, visual representation, logo, servicemark, tradedress, tradename, or trademark owned or controlled by Foundation and/or UNCCAA during the term of the Agreement.”

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

**“Eligible Royalties”** means all Royalties payable pursuant to this Agreement except for Royalties payable pursuant to any GIP.

**“GIP Account”** means a Credit Card Account opened pursuant to a GIP in which Foundation and UNCCAA comply with the GIP provisions of this Agreement.

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

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

“**Group Incentive Program**” or “**GIP**” means any marketing or other program whereby Foundation and/or UNCCAA conduct and fund solicitation efforts for the Program, and the parties mutually agree that such marketing or other program will constitute a GIP.

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

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

“**Reward GIP Account**” means a Reward Credit Card Account opened pursuant to a GIP in which Foundation and UNCCAA comply with the GIP provisions of the Agreement.

4. The current term of the Agreement is hereby extended to end on September 30, 2014. 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.

5. The parties agree that this Agreement no longer includes a license to use any trademark (with the exception of UNCCAA Trademarks) of the University Of North Carolina At Charlotte (“University Trademarks”) in connection with the Program.

6. The parties agree that the Reward Enhancement is now part of the Program (as such Credit Card Account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion), effective October 1, 2007. Bank may at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by Foundation or UNCAA under the Agreement.

7. Effective October 1, 2007, the following new Section 14 is hereby added to the Agreement:

“14. GROUP INCENTIVE PROGRAM”

- (a) Bank will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Foundation and/or UNCCAA pursuant to any GIP. In that regard, Foundation or UNCCAA will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Foundation to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by Foundation and/or UNCCAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will not be considered eligible for any of the GIP Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, Bank will have the right of prior approval of all advertising and solicitation materials distributed by Foundation and/or UNCCAA pursuant to any GIP. Bank will have approval and control of the scope, timing, content and continuation of any GIP.

- (d) All actual costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Foundation and/or UNCCAA pursuant to any GIP will be deducted from any or all Royalty payments due Foundation under this Agreement.
- (e) Foundation and/or UNCCAA will comply with Bank'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. This Section 14(e) shall survive termination of the Agreement."

8. Effective October 1, 2007, Schedules A and B of the Agreement are hereby deleted in their entireties and replaced with a new Schedule A, as set forth on Attachment #1, attached hereto and incorporated herein by reference.

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

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

**The Foundation of the University  
Of North Carolina at Charlotte, Inc.**

By: [Signature]  
 Name: Niles Sorenson  
 Title: PRESIDENT

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

By: [Signature]  
 Name: DAVID BOYD  
 Title: SUP

**The University of North Carolina  
At Charlotte Alumni Association**

By: [Signature]  
 Name: Gilbert A. Rossi  
 Title: Director of Alumni Affairs

SCHEDULE A

ROYALTY ARRANGEMENT

Effective October 1, 2007 and, except as otherwise provided herein, during the remaining term of this Agreement, Bank will pay Foundation a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the 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 Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each 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 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 Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. Beginning October 1, 2007, Bank will pay Foundation a Royalty calculated as follows for those accounts with active charging privileges:
  - a. From October 1, 2007 through and including September 30, 2008, 0.50% (fifty basis points) of all cash advance transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
  - b. From October 1, 2008 through and including September 30, 2009, 0.25% (twenty-five basis points) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account

(excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

c. From October 1, 2009 through and including September 30, 2010, 0.10% (ten basis points) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

d. From October 1, 2010 and thereafter, 0.00% (zero basis points) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

## B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward 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 Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of any twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

## C. GIP ACCOUNTS AND REWARD GIP ACCOUNTS

\$75.00 (seventy-five dollars) for each GIP Account and Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the GIP Account's or Reward GIP Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts and Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

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. 0.010% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

G. ROYALTY ADVANCE

1. Within forty-five (45) days after October 1, 2007, Bank shall pay to Foundation the sum of two hundred twenty-seven thousand five hundred dollars (\$227,500), and within forty-five (45) days of each October 1<sup>st</sup> thereafter from year 2008 through and including year 2013, Bank shall pay to Foundation the sum of one hundred thirteen thousand seven hundred fifty dollars (\$113,750), (each, an “Advance”), as an advance against future Eligible Royalties subject to the provisions set forth below. All Eligible Royalties accrued shall,

in lieu of direct payment to Foundation, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to Foundation as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Foundation hereunder, and (y) Foundation hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to September 30, 2014;
- (ii) Foundation breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

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

#### H. ROYALTY GUARANTEE

Foundation shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than nine hundred ten thousand dollars (\$910,000) (the "Guarantee Amount") between October 1, 2007 and September 30, 2014, subject to the provisions set forth below. If as of September 30, 2014, Foundation has not accrued \$910,000 in Eligible Royalties, Bank will pay Foundation an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Foundation from October 1, 2007 through and including September 30, 2014. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1.

**DEPOSIT PROGRAM ADDENDUM  
TO THE FOUNDATION OF THE UNIVERSITY OF NORTH CAROLINA AT  
CHARLOTTE, INC. AGREEMENT**

*[Handwritten Signature]*  
4.8.08

~~2008~~ THIS ADDENDUM (the "Addendum") is entered into as of the 31 day of January, ~~2008~~ (the "Addendum Effective Date"), by and between The Foundation of the University of North Carolina at Charlotte, for the benefit of University of North Carolina At Charlotte Alumni Association ("UNCCAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UNCCAA and Bank are parties to that certain Agreement dated as of November 8, 1995, 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 UNCCAA; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UNCCAA 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 part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by UNCCAA 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/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's 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 and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. UNCCAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

- 4. UNCCAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of UNCCAA'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, UNCCAA will receive the royalties set forth below in consideration for UNCCAA's participation in the Deposits Program: Deposit Account royalties will not be paid to UNCCAA on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (iv) below, or otherwise.

(i) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

*certificates of deposit*  
*4/2/08*  
*4.8.08*

(ii) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the certificates of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

*Money Market*  
*4/2/08*  
*4.8.08*

(iii) \$10 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) 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.

*4.8.08*

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

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits 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

*Gilbert A. Rossi*  
*GR = Gilbert A. Rossi 4/2/08*

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 from a bank (e.g., gift cards), and (v) any account fees or charges.

6. The royalties for Deposits set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Section 5 of this Addendum directly to UNCCAA and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that UNCCAA receives or may receive under the Agreement. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Sections 5(iii) and 5(iv) of this Addendum directly to UNCCAA and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that UNCCAA receives or may receive under the Agreement. In addition, all royalties that accrue pursuant to Sections 5(i) and 5(ii) of this Addendum shall, in lieu of direct payment to UNCCAA, be applied against any Advance(s) and/or Guarantee Amount that UNCCAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to UNCCAA as set forth in Sections 5(i) and 5(ii) of this Addendum.
7. Notwithstanding anything contained in the Agreement to the contrary, UNCCAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UNCCAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless UNCCAA provides written consent to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit 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 Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and

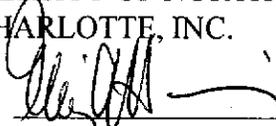
(ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.

9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and UNCCAA shall not take any action to cause the removal of, UNCCAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UNCCAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by UNCCAA.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
11. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

THE FOUNDATION OF THE  
UNIVERSITY OF NORTH CAROLINA  
AT CHARLOTTE, INC.

FIA CARD SERVICES, N.A.

By: 

By: 

Name: Elizabeth A. Hardin  
Treasurer

Name: DAVID BIORA

Title: \_\_\_\_\_

Title: SUP

Date: 01/31/08

Date: 4.8.08

**FIA CARD SERVICES™**

FIA Card Services, GA9-080-02-02  
210 Town Park Drive  
P.O. Box 4899  
Kennesaw, Georgia 30144

800.446.7048  
Fax: 678.797.7575

**Via Overnight Delivery**

August 2, 2010

Mr. Garry Ballard – Director of Alumni Affairs  
University of North Carolina at Charlotte Alumni Association  
9201 University City Boulevard  
Charlotte, North Carolina 28223

Dear Mr. Ballard:

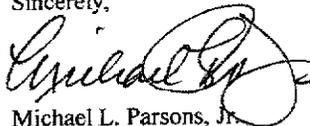
I am writing to inform you that following a comprehensive review of The Foundation of the University of North Carolina at Charlotte, Inc. for the benefit of the University of North Carolina at Charlotte Alumni Association Deposits Program, FIA Card Services, N.A. ("FIA") has decided not to renew our Deposits Program which was made a part of the Program by an addendum entered into as of January 31, 2008 ("Deposit Program Addendum").

This letter serves as FIA's written notice of non-renewal as required by Section 8 of the Deposits Program Addendum. The Deposits Program will terminate effective January 31, 2011.

For the sake of clarity the termination of the Deposits Program shall not affect or otherwise impact the other aspects of the endorsed Program offered pursuant to the University of North Carolina at Charlotte Alumni Association Agreement.

We have appreciated your endorsement.

Sincerely,



Michael L. Parsons, Jr.  
Senior Vice President  
FIA Card Services, N.A.

cc: Mr. Olen Smith – Vice Chancellor of Business Affairs  
The Foundation of the University of North Carolina at Charlotte, Inc.  
9201 University City Boulevard  
Charlotte, North Carolina 28223

January 31, 2011

Mr. Garry L. Ballard  
Director of Alumni Affairs  
University of North Carolina at  
Charlotte Alumni Association  
9201 University City Boulevard  
Charlotte, North Carolina 28223

RE: Amendment and Extension of Deposit Program

Dear Mr. Ballard:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and The Foundation of the University of North Carolina at Charlotte for the benefit of the University of North Carolina at Charlotte Alumni Association ("UNCCAA") would like to extend the current term of the Deposits Program, which was added to the November 8, 1995 Agreement by an addendum entered into by the partner on January 31, 2008 (the "Deposit Program Addendum").

In consideration of the parties' mutual desire to provide time to negotiate the terms of the Deposits Program and other good and lawful consideration, the parties agree that the current term of the Deposits Program shall be extended to June 30, 2011. If an addendum pertaining to the Deposits Program has not been negotiated and fully executed by June 30, 2011 the Deposits Program will terminate without any further notice required by either party, as of June 30, 2011. This Section shall replace all provisions concerning the term of the Deposit Program, the renewal of the Deposit Program, and all notices required to not renew the Deposit Program. If the Deposits Program terminates on June 30, 2011, the Deposits Program shall remain subject to Sections 11(c), 11(d), as amended below, and 12(b) of the Agreement and any other Sections in the Agreement that by its terms are meant to survive the termination of the Agreement and the rights and obligations in any other provision of the Agreement with respect to the Deposits Program shall be null and void, in each case as is the termination of the Deposits Program was termination or the Agreement for just that program.

The parties agree that the fourth sentence in Section 11(d) of the Agreement is hereby deleted and replaced with the following:

"Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement (or the termination or expiration of the Deposits Program only, if applicable), Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UNCCAA shall not attempt to cause the removal of Trademarks from any person's credit devices, debit devices, checks or records of

any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement (or the termination or expiration date of the Deposits Program only, if applicable), and Bank shall have the right to use Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion."

Further, the second sentence in Paragraph 9 of the Deposit Program Addendum is hereby deleted in its entirety.

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 Deposit Addendum and the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Deposit Addendum 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,

Rick Alley  
Assistant Vice President  
Fax #: 330-405-0960

Accepted and agreed:

FIA CARD SERVICES, N.A.

THE FOUNDATION OF THE  
UNIVERSITY OF NORTH CAROLINA  
AT CHARLOTTE for the benefit of  
UNIVERSITY OF CHARLOTTE  
ALUMNI ASSOCIATION

By: Wayne Goodman

By: Elizabeth A. Nardin

Name: Wayne Goodman

Name: Elizabeth A. Nardin

Title: Senior Vice President

Title: Treasurer

Cc: Niles Sorensen

Vice Chancellor for Development and Alumni Affairs



February 3, 2011

Mr. Rick Alley  
Assistant Vice President – Bank of America Collegiate Marketing  
25900 Science Park Drive  
Mail code OH5-072-03-10  
Beachwood, Ohio 44122

Dear Mr. Alley,

We are pleased to extend the current Deposit Program through June 30, 2011. Please find the enclosed original copy of the Deposit Program Amendment and Extension signed by UNC Charlotte Treasurer Elizabeth A. Harden.

Future contracts and correspondence should reference Gilbert A. "Chip" Rossi as the Director of Alumni Affairs. Garry Ballard has not been at UNC Charlotte for more than 10 years. Thank you for noting that correction. If there are any issues with this request please contact me.

We appreciate the Bank of America partnership and look forward to many opportunities in the future.

Best regards,

John Snelsire – UNC Charlotte  
Associate Director of Alumni Affairs

Cc: Niles Sorensen and Gilbert A. "Chip" Rossi

## **FIA CARD SERVICES\***

June 24, 2011

Mr. Garry L. Ballard  
Director of Alumni Affairs  
University of North Carolina at  
Charlotte Alumni Association  
9201 University City Boulevard  
Charlotte, North Carolina 28223

RE: Amendment and Extension of Deposit Program

Dear Mr. Ballard:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and The Foundation of the University of North Carolina at Charlotte for the benefit of the University of North Carolina at Charlotte Alumni Association ("UNCCAA") would like to extend the current term of the Deposits Program, which was added to the November 8, 1995 Agreement by an addendum entered into by the partner on January 31, 2008 (the "Deposit Program Addendum").

In consideration of the parties' mutual desire to provide time to negotiate the terms of the Deposits Program and other good and lawful consideration, the parties agree that the current term of the Deposits Program shall be extended to August 31, 2011. If an addendum pertaining to the Deposits Program has not been negotiated and fully executed by August 31, 2011 the Deposits Program will terminate without any further notice required by either party, as of August 31, 2011. This Section shall replace all provisions concerning the term of the Deposit Program, the renewal of the Deposit Program, and all notices required to not renew the Deposit Program.

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 Deposit Addendum and the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Deposit Addendum 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.

**FIA CARD SERVICES®**

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.

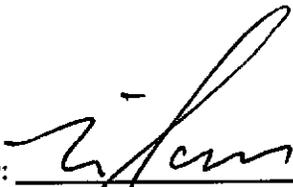
Sincerely,



Jared D. Grundish  
Vice President  
Fax #: 804.553.8407

Accepted and agreed:

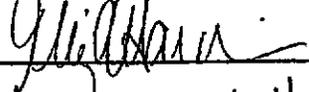
FIA CARD SERVICES, N.A.

By: 

Name: Niles SORENSEN

Title: PRESIDENT

THE FOUNDATION OF THE  
UNIVERSITY OF NORTH CAROLINA  
AT CHARLOTTE for the benefit of  
UNIVERSITY OF CHARLOTTE  
ALUMNI ASSOCIATION

By: 

Name: Elizabeth A. Howard

Title: Vice Chancellor Business Affairs

Cc: Niles Sorensen  
Vice Chancellor for Development and Affairs  
John Snelsire  
Interim Director of Alumni Affairs

  
Kristina Hawker-Swift  
SVP, Contract Core  
8/18/11

## ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1 day of July, 2011 (the "Addendum Effective Date") by and between The Foundation of the University of North Carolina at Charlotte, Inc. ("Foundation") for the benefit of University of North Carolina at Charlotte Alumni Association "UNCCAA"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Foundation and Bank are parties to a Deposit Program Addendum entered into as of January 31, 2008, as the same may have been amended (the "Deposit Addendum"), wherein Bank provides certain deposit services to certain persons included in certain lists provided to Bank by or on behalf of Foundation;

WHEREAS, Foundation and Bank are parties to an Agreement and entered into as of November 8, 1995, as the has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Foundation; and

WHEREAS, Foundation n and Bank mutually desire to extend the term of the Deposit Program and otherwise amended the Agreement as contained herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. By letter dated August 2, 2010 Bank notified Foundation of its intention not to renew the Deposit Program (the "Termination Notice"). On even date with the execution of this Addendum the Termination Notice shall be rescinded.
3. Section 1 of the Agreement is hereby amended by deleting the definitions for "Gold Option Account" and "Gold Reserve Account", and further amended to include a new definition as follows:

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

4. The current term of the Deposit Program is hereby extended to end on September 30, 2014. Thereafter, the Deposit Program 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 Deposit Program, the renewal of the Deposit Program, and all notices required to not renew the Deposit Program.

5. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify Foundation in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after Foundation's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to Foundation, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 3, such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

6. In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify Foundation in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after Foundation's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to Foundation, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 5, such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

7. The parties agree that the fourth sentence in Section 11(d) of the Agreement is hereby deleted and replaced with the following:

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

8. Section 12(f)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(i) If to UNCCAA or Foundation:

University of North Carolina at Charlotte Alumni Association  
Harris Alumni Center at Johnson Glen  
9201 University City Boulevard  
Charlotte, NC 28223

ATTENTION: Executive Director of Alumni Association

The Foundation of the University of North Carolina at Charlotte Inc.  
Harris Alumni Center at Johnson Glen  
9201 University City Boulevard  
Charlotte, NC 28223

ATTENTION: President of Foundation

Fax #: (704) 687-7796”

9. Section 5 of the Deposits Addendum is hereby deleted in its entirety and replaced with the following:

“5. DEPOSIT ACCOUNTS

During the term of this Agreement, Foundation will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section 5, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to Foundation on any existing deposit account that is converted to the Program.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.
2. \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date.”

10. For the sake of clarity, all Royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to Foundation, be applied against the Advance that Foundation received or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to Foundation in accordance with the terms set forth in the Agreement.

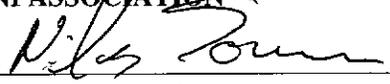
11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

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 prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

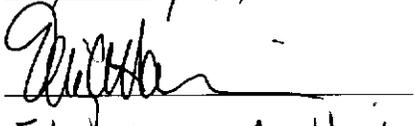
IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**THE FOUNDATION OF THE UNIVERSITY  
OF NORTH CAROLINA AT CHARLOTTE, INC.**  
for the benefit of the UNIVERSITY OF  
NORTH CAROLINA AT CHARLOTTE  
ALUMNI ASSOCIATION

**FIA CARD SERVICES, N.A.**

By:   
Name: Niles Sorzano  
Title: President  
Date: 3/29/11

By:   
Name: Kristian Hauka-Scott  
Title: SVP  
Date: 11/22/11

By:   
Name: Elizabeth A. Hardin  
Title: Treasurer  
Date: 06/29/11