

AMENDED AND RESTATED  
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 31 day of March, 1996 (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 Regents of the University of Colorado, a corporate entity, contracting individually and on behalf of the University of Colorado at Denver Alumni Association and the University of Colorado at Denver and having its principal place of business in Denver, Colorado ("REGENTS") for themselves, and their respective successors and assigns.

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

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B.
- (b) "Credit Card Account" mean a credit card account opened by MBNA America in response to marketing efforts made by MBNA America 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 REGENTS as a student of the University of Colorado at Denver ("UCD").
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, deposit programs, long distance calling card programs and other related financial service programs. This definition shall not include the short term installment loan program between Regents and Security Pacific Bank, as the same is currently structured and delineated as of the date of this Agreement.

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

(f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which REGENTS complies with the GIP provisions of this Agreement.

(g) "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.

(h) "Member" means a member of the University of Colorado at Denver Alumni Association ("UCDAA") or a student of the UCD and/or such other participants mutually acceptable to both MBNA America and REGENTS.

(i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

(k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UCDA A or UCD.

## 2. RIGHTS AND RESPONSIBILITIES OF REGENTS

(a) REGENTS agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not, and will not permit UCDA A or UCD to, 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 (including UCDA A and UCD) to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others (including UCDA A and UCD) to sell, rent or otherwise make available the 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; and (iii) no REGENTS or UCDA A or UCD publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

(c) REGENTS authorizes MBNA America to solicit the Members by mail, direct promotion, advertisements and/or telephone for participation in the Program. REGENTS specifically permits MBNA America to conduct direct promotion events on any property owned, leased or occupied by UCDA A or UCD. REGENTS shall use its best efforts to prohibit any entity other than MBNA America from soliciting or offering Financial Service products on any property owned, leased or occupied by UCDA A or UCD.

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

(e) Upon the request of MBNA America, REGENTS 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 REGENTS or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due REGENTS. Such Mailing Lists shall contain at least 20,000 names for non-students and 10,000 names for students, all with corresponding postal addresses and, when available, telephone numbers. MBNA understands that Regents cannot provide information on Alum's & Students who have made an express privacy request under the Buckley Amdt.

(f) REGENTS 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 REGENTS.

(g) Under the University of Colorado Licensing Agreement (the "Licensing Agreement"), REGENTS has granted 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 REGENTS 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) REGENTS shall provide MBNA America with a subscription without charge to any and all REGENTS and UCDAAs publications.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of REGENTS. MBNA America agrees to conduct two (2) marketing events for the Program during each year of the initial term of this Agreement.

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

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

(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 REGENTS. 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 REGENTS.

#### 4. REPRESENTATIONS AND WARRANTIES

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

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

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

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

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement.

(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) REGENTS represents and warrants to MBNA America as of the date hereof and throughout the terms of this Agreement that the Licensing Agreement constitutes the only documentation and license grant necessary to convey to MBNA America the rights to use the Trademarks as contemplated by the parties in connection with the Program.

(c) REGENTS represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right, power and authority: (i) to enter into this Agreement on behalf of UCDA and UCD; (ii) to bind UCDA and UCD to the terms of this Agreement; and (iii) to enforce the terms and provisions of this Agreement against UCDA and UCD.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to REGENTS. 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.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. 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.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement required by law, or as mutually agreed in writing. MBNA America and REGENTS shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on July 1, 2001. This Agreement will automatically extend at the end of the then current term for successive two-year periods unless REGENTS notifies MBNA America within 90 days before the end of the then current term. MBNA America will notify REGENTS in writing no later than 120 days before the end of the then current term that the Agreement is due to expire.

9. TERMINATION

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

(b) If either MBNA America or REGENTS 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 9(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) Upon termination of this Agreement, REGENTS shall not attempt to cause the removal of REGENTS' 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.

#### 10. GROUP INCENTIVE PROGRAM

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

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

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

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

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

#### 11. MISCELLANEOUS

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

(b) The obligations in Sections 7, 9(c), and 9(d) shall survive any termination of this Agreement.

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

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

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

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

- (1) If to REGENTS:  
University of Colorado at Denver  
Office of Alumni Relations  
Campus Box 156  
P.O. Box 173364  
Denver, Colorado 80217-3364

ATTENTION: Ms. Carol Heller,  
Director

Fax #: (303) 556-4669

- (2) If to MBNA America:

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

ATTENTION: Ric Struthers  
Senior Vice Chairman

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the

prior written consent of MBNA America, which shall not be unreasonably withheld, REGENTS may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of REGENTS. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

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

THE REGENTS OF THE UNIVERSITY  
OF COLORADO INDIVIDUALLY AND  
ON BEHALF OF THE UNIVERSITY OF  
COLORADO AT DENVER ALUMNI  
ASSOCIATION AND THE UNIVERSITY  
OF COLORADO AT DENVER

MBNA AMERICA BANK, N.A.

By: Georgia E. Lesh Laurie  
Name: GEORGIA E. LESH-LAURIE  
Title: CHANCELLOR

By: Wm. P. Morrison  
Name: WILLIAM P. MORRISON  
Title: SEVP

Approved for  
Legal Sufficiency

R. Augustine  
March 25, 1996

## SCHEDULE A

### TERMS AND FEATURES

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

#### A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Customers, the current annual percentage rate will be a fixed rate of 18.9% or a variable rate of prime plus 8.9%. For Student Customers, the current annual percentage rate will be a fixed rate of 19.9% or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) 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 for which the annual anniversary of the opening of such Student Customer Credit Card Account has occurred during the latest completed calendar quarter, and which has been utilized by the Student Customer for a cash advance or retail purchase transaction (excluding those transactions that relate to refunds, returns and unauthorized transactions) during the twelve month period immediately preceding the end of such calendar quarter.
3. \$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 for which the annual anniversary of the opening of such Alumni Customer Credit Card Account has occurred during the latest completed calendar quarter, and which has been utilized by the Alumni Customer for a cash advance or retail purchase transaction (excluding those transactions that relate to refunds, returns and unauthorized transactions) during the twelve month period immediately preceding the end of such calendar quarter.
4. 0.50% of all retail purchase transaction dollar volume generated by Customers using Alumni Customer Credit Card Accounts (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 0.15% of all retail purchase transaction dollar volume generated by Customers using Student Customer Credit Card Accounts (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. 1% (one percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers

who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

B. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. CONTRIBUTION PAYMENT

1. All contribution payments to REGENTS are expressly conditioned upon: (i) REGENTS not being in breach of this Agreement and (ii) REGENTS permitting MBNA America to complete no less than two (2) direct mail solicitations and no less than two (2) telemarketing solicitations during each year of the initial term of the Agreement. Subject to these conditions, MBNA America shall pay REGENTS twelve thousand dollars (\$12,000.00) upon full execution of this Agreement and every full year thereafter during the initial term of this Agreement on the yearly anniversary of the initial payment. In the event that the conditions set forth above are not satisfied, REGENTS agrees that (i) no further contribution payments will be made to REGENTS, and (ii) the contribution payment paid to REGENTS for the year in which one of the conditions is not satisfied shall become immediately due and payable to MBNA America from REGENTS. The parties agree that each \$12,000 payment consists of \$10,000 for scholarships and \$2,000 for UCD's alumni weekend.
2. All Royalties earned by REGENTS shall be applied against the advance Royalty payment made by MBNA America to REGENT in 1993 in the amount of twenty thousand dollar (\$20,000.00) ("Advance") until the earlier of (i) the amount of Royalties earned under the Program exceeding the Advance or (ii) June 30, 1996; thereafter REGENTS shall be paid Royalties as set forth in this Agreement. Notwithstanding the foregoing, all unearned amounts of the Advance shall be immediately due and payable back to MBNA America in the event that any of the following occur prior to June 30, 1996: (1) the Agreement is terminated; (2) REGENTS is in material breach of this Agreement; (3) REGENTS does not permit MBNA America to implement one direct mail campaigns to the Mailing List prior to June 30, 1996; (4) REGENT does not permit MBNA America to implement on-campus promotion campaigns at all major events occurring before June 30, 1996; or (5) REGENTS does not permit MBNA America to implement one telemarketing campaigns to the Mailing List prior to June 30, 1996.

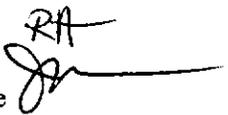
D. GUARANTEE

1. REGENTS shall be guaranteed to accrue Royalties equal to or greater than one hundred fifty thousand dollars (\$150,000) (the "Guarantee Amount") by the end of the

full initial term of the Agreement, if all the conditions set forth below are and remain satisfied throughout such full initial term. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to REGENTS the Guarantee Amount, which is in advance of the Guarantee Amount. All Royalties accrued shall, in lieu of direct payment to REGENTS and after being applied to the Advance referred to in Section C, 2 above, be applied against the Guarantee Amount until such time as the Guarantee Amount has been fully recouped. Any Royalties accrued thereafter shall be paid to Regents as set forth in this Agreement. REGENTS may retain the Guarantee Amount provided that the following conditions are satisfied during the entire initial term of this Agreement: (i) the Agreement shall not be terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date; (ii) REGENTS shall not breach this Agreement; (iii) REGENTS shall permit MBNA America to implement at least two (2) direct mail campaigns to the full updated Mailing List during each year of the term of the Agreement; and (iv) REGENTS shall permit MBNA America to implement at least two (2) telemarketing campaigns to the full updated Mailing List during each year of the term of the Agreement. REGENTS hereby promises to pay MBNA America upon demand an amount equal to the difference between the Guarantee Amount and the total amount of accrued Royalties credited by MBNA America against the Guarantee Amount as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iv) above shall not be fulfilled.

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

**PLUS MILES ADDENDUM  
TO THE UNIVERSITY OF COLORADO AT DENVER AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 4<sup>th</sup> day of August, 1997 by and between Regents of the University of Colorado, a corporate entity, contracting ~~individually~~ on behalf of the University of Colorado at Denver Alumni Association and the University of Colorado at Denver ("REGENTS"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns. RA  


WHEREAS, REGENTS and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of REGENTS; and

WHEREAS, REGENTS and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of REGENTS's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, REGENTS 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 parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by REGENTS under the Agreement.
3. REGENTS agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of REGENTS's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.
4. During the term of the Agreement, REGENTS will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, REGENTS shall not take action to cause the removal of REGENTS's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, REGENTS hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. REGENTS represents and warrants that REGENTS has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all 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.~~ RA gm

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

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

RA gm  
THE REGENTS OF THE UNIVERSITY OF  
COLORADO ~~INDIVIDUALLY AND~~ ON  
BEHALF OF THE UNIVERSITY OF  
COLORADO AT DENVER ALUMNI  
ASSOCIATION AND THE UNIVERSITY  
OF COLORADO AT DENVER

By: Georgia E. Lesh-Laurie  
Name: Georgia E. Lesh-Laurie  
Title: Chancellor

MBNA AMERICA BANK, N.A.

By: John C. Richmond  
Name: JOHN C. RICHMOND  
Title: Sr. Ex. V. P.

Approved as to Legal Sufficiency  
Office of University Counsel  
By: R. Augustine  
Date: May 9, 1997

## Attachment #1

### I. Plus Miles Brief Product Description

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

- A. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

### II. Plus Miles Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
- B. \$15.00 (fifteen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

**ADDENDUM TO AMENDED AND RESTATED  
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 21 day of March, 2001, by and between Regents of the University of Colorado, a corporate entity contracting for itself and on behalf of the University of Colorado at Denver Alumni Association and the University of Colorado at Denver ("REGENTS") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, REGENTS and MBNA America are parties to an amended and restated affinity agreement dated March 31, 1996, as the same may have been amended from time to time (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 REGENTS; and

WHEREAS, REGENTS and MBNA America mutually desire to remove certain parties to the Agreement, extend the term of the Agreement and revise the amount of royalties MBNA America currently pays to REGENTS pursuant to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, REGENTS 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 this Agreement.
2. The University of Colorado at Denver is hereby removed as contracting party to the Agreement. The Agreement shall be by and between the Regents of the University of Colorado, for itself and on behalf of the University of Colorado at Denver Alumni Association ("Alumni Association") and MBNA America Bank, N.A. The Regents of the University of Colorado represents and warrants that by releasing the University of Colorado at Denver as a party to this Agreement, it continues to have full power and authority to honor all promises under the Agreement, as may be amended from time to time, including authority to grant any and all exclusive rights to MBNA America as set forth in the Agreement (e.g., trademarks and mailing lists).
3. The current term of the Agreement is hereby extended so as to end on June 30, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless REGENTS notifies MBNA America in writing within ninety (90) days before the end of the then current term of its intention not to renew. MBNA America will notify REGENTS in writing no later than one hundred twenty (120) days before the end of the then current term that the

Agreement is due to expire and of its intention not to renew, if 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.

4. The definition of "Financial Service Products" as set forth in Section 1(d) is hereby amended to delete the last sentence of that paragraph, relating to the Security Pacific Bank installment loan program.

5. Section 2 (a) (iii) of the Agreement is hereby amended to delete the reference to UCD.

6. Section 11 (f) (1) of the Agreement is hereby amended to reflect REGENTS' Address as: University of Colorado at Denver  
Alumni Office  
Campus Box 189  
PO Box 173364  
Denver, CO 80217-3364

7. Effective as of July 1, 2001, Paragraph 1 of Section B of Schedule B of the Agreement relative to royalty arrangements for GIP Credit Card Accounts is revised to read as follows:

B. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each <sup>Platinum</sup> Plus ~~Miles~~ GIP Account and Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty. *ct*

8. Effective as of July 1, 2001 and continuing through June 30, 2006 (the "Renewal Term"), Section C of Schedule B of the Agreement relative to contributions and advances is replaced in its entirety with the following language:

1. All contribution payments to REGENTS as discussed herein are expressly conditioned upon: (i) REGENTS not being in breach of this Agreement; and (ii) REGENTS permitting MBNA America to complete no less than four (4) direct mailing solicitations and not less than four (4) telemarketing solicitations during each year of the Renewal Term of the Agreement. Subject to these conditions, MBNA America shall pay REGENTS Twenty Thousand Dollars (\$20,000) within forty-five (45) days following commencement of the Renewal Term and within forty-five (45) days following every full year thereafter during the Renewal Term of this Agreement on the yearly anniversary of the initial payment. In the event that the conditions set forth above are not satisfied, REGENTS agrees that (i) no further contribution payments will be made to REGENTS, and (ii) the contribution payment paid to REGENTS for the year in which one of the

conditions is not satisfied shall become immediately due and payable to MBNA America from REGENTS. The parties agree that each \$20,000 payment is to be used for Student Scholarships and Alumni Programs.

2. Within 45 (forty-five) days following commencement of the Renewal Term of the Agreement, MBNA America shall pay to REGENTS the sum of Two Hundred Thousand Dollars (\$200,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to REGENTS, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to REGENTS as set forth in this Agreement.

Notwithstanding the foregoing, all unearned amounts of the Advance shall be immediately due and payable back to MBNA America in the event that any of the following occur prior to June 30, 2006: 1) the Agreement is terminated; 2) REGENTS is in material breach of this Agreement; 3) REGENTS does not permit MBNA America to implement four (4) direct mail campaign(s) each consecutive 12-month period to the full updated Mailing List prior to June 30, 2006; 4) REGENTS does not use its best efforts to permit MBNA America to implement on-campus promotional campaigns at all major events occurring before June 30, 2006; or 5) REGENTS does not permit MBNA America to implement four (4) telemarketing campaign(s) each consecutive 12-month period to the full updated Mailing List prior to June 30, 2006.

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.

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.

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.

SIGNATURES CONTINUED ON NEXT PAGE

THE REGENTS OF THE UNIVERSITY  
OF COLORADO, FOR ITSELF AND  
ON BEHALF OF THE UNIVERSITY  
OF COLORADO AT DENVER ALUMNI  
ASSOCIATION AND THE UNIVERSITY OF  
COLORADO AT DENVER

By: Georgia E. Lesh-Lawrie  
Name: Georgia E. Lesh-Lawrie  
Title: Chancellor  
Date: 15 Feb 2001

MBNA AMERICA BANK, N.A.

By: Michael Duvosh  
Name: Michael Duvosh  
Title: SEVP  
Date: March 27, 2001

THE UNIVERSITY OF COLORADO  
AT DENVER ALUMNI ASSOCIATION

By: \_\_\_\_\_  
Name: Carol A. Heller  
Title: Director, Alumni Relations  
Date: 2-15-01

Approved as to Legal Sufficiency  
Office of University Counsel

By Rosemary Magistrale

Date 2-14-01

**TRAVEL REWARDS ADDENDUM  
TO THE REGENTS OF THE UNIVERSITY OF COLORADO AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 20<sup>th</sup> day of Dec., 2002, by and between **Regents of the University of Colorado**, a corporate entity, contracting individually and on behalf of the University of Colorado at Denver Alumni Association and the University of Colorado at Denver ("REGENTS"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, REGENTS 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 REGENTS; and

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

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

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

6. During the term of the Agreement, REGENTS will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

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

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

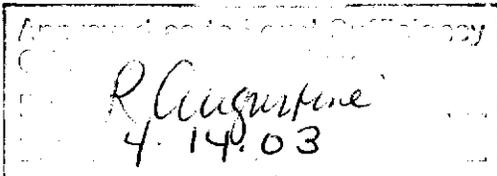
IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**REGENTS OF THE UNIVERSITY  
OF COLORADO**

**MBNA AMERICA BANK, N.A.**

By: Georgia E. Lesh-Laurie  
Name: Georgia E. Lesh-Laurie  
Title: Chancellor  
Date: 4/15/03

By: Michael Durr  
Name: Michael Durr  
Title: SEVP  
Date: 12/22/02



## Attachment #1

### I. Reward Enhancement Brief Product Description

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

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

### II. Reward Credit Card Account Royalties

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

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

1. \$15.00 (fifteen dollars) for each Platinum Reward GIP Account opened, which remains open for at least ninety (90) consecutive days. Such Platinum Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 (ten dollars) for each Preferred Reward GIP Account opened, which remains open for at least ninety (90) consecutive days. Such Preferred Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

## ADDENDUM TO THE AMENDED AND RESTATED AFFINITY AGREEMENT

*RJA* This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 5<sup>TH</sup> day of MARCH, 2004, by and among Regents of the University of Colorado, a corporate entity, ~~contracting individually and~~ on behalf of the University of Colorado at Denver Alumni Association and the University of Colorado at Denver ("REGENTS") and MBNA America Bank, N.A. ("MBNA"), for themselves and their respective successors and assigns. *JSM*

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

WHEREAS, REGENTS and MBNA mutually desire to amend the Agreement to include MBNA's Gold Option product ("Gold Option") and/ or Gold Reserve product ("Gold Reserve"); (i) as Financial Service Products provided by MBNA and (ii) as another part of the program under the Agreement ("Program").

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that Gold Option and Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA, in its sole discretion). MBNA may, at its option, offer Gold Option and/ or Gold Reserve to some or all of the persons included on the lists provided by REGENTS under the Agreement.
3. REGENTS agrees to (i) exclusively endorse Gold Option and/ or Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a line of credit program similar to Gold Option and/ or Gold Reserve. Subject to the foregoing, all of REGENTS's promises arising from its exclusive arrangements with MBNA in the Agreement shall equally apply to Gold Option and Gold Reserve.
4. During the term of the Agreement, REGENTS will receive the royalties set forth on Attachment #1, for Gold Option and Gold Reserve accounts opened pursuant to the Program. Gold Option and Gold Reserve compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option or Gold Reserve accounts.
5. 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.

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

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

REGENTS OF THE UNIVERSITY OF COLORADO, ~~INDIVIDUALLY~~ <sup>RA</sup> *a body corporate,* MBNA AMERICA BANK, N.A.  
~~AND ON BEHALF OF THE~~ UNIVERSITY OF COLORADO AT DENVER ALUMNI ASSOCIATION AND THE UNIVERSITY OF COLORADO AT DENVER

By: J Shore  
Name: James H. Shore  
Title: Chancellor  
Date: 1 April 2004

By: James S. Murphy  
Name: JAMES S. MURPHY  
Title: EVP  
Date: 3-5-04

Approved as to Legal Sufficiency  
Office of University Counsel  
R Augustine  
3-30-04

## ATTACHMENT #1

### I. Descriptions

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

#### A. Gold Option

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

#### B. Gold Reserve

- 1) Gold Reserve is a no annual fee revolving line of credit product.
- 2) Customers receive a supply of blank checks from MBNA to be drawn upon a predetermined line of credit
- 3) The Customer may request more checks from MBNA on a periodic basis

### II. Royalties

#### A) Gold Option:

- 1) \$5.00 (five dollars) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Option Account").
- 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 certain Gold Option Accounts. This payment shall 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 shall include outstanding balances for only those 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 (60) days of the end of the calendar year.

#### B) Gold Reserve:

- 1) \$5.00 (five dollars) for each new Gold Reserve account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Reserve Account").

- 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 certain Gold Reserve Accounts. This payment shall 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 shall include outstanding balances for only those 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 (60) days of the end of the calendar year.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM to the Amended and Restated Affinity Agreement between The Regents of the University of Colorado, a body corporate (the "Regents" or "the University"), on behalf of the University of Colorado at Denver and Health Sciences Center ("UCDHSC") Downtown Denver Campus (the "Addendum"), is entered into this 15<sup>th</sup> day of November, 2006 by and between the University and FIA Card Services, N.A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, REGENTS and Bank are parties to an amended and restated affinity agreement, entered into on 31 March 1996, (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of REGENTS; and

WHEREAS, REGENTS and Bank mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, REGENTS 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. In the Agreement, replace all reference to "UCDAA" to "UCDHSC Downtown Denver Campus Alumni Association"; replace all reference to "UCD" to "UCDHSC Downtown Denver Campus"; replace all reference to "University of Colorado at Denver" to "University of Colorado at Denver and Health Sciences Center." In the Agreement, replace all references to "MBNA" or "MBNA America" to "Bank".

3. Add the following to section 8 of the Agreement:

The Agreement is hereby extended to end on June 30, 2011. This Agreement will 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. Bank will notify Regents in writing no later than 120 days before the end of the then current term that the Agreement is due to expire. 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.

4. Add the following to section 2.(b) of the Agreement:

The University, as a state institution of higher education, is subject to the requirements of the Family Educational and Privacy Act (FERPA), 20 USC 1232g and its implementing regulations. Consequently, Bank understands and agrees that, notwithstanding this section, section 1, or any other section in the Agreement to the contrary, the University may not provide Bank with any student mailing lists for those students who have a privacy block on their educational records, which may include student names, addresses and telephone numbers. Such student mailing list data elements will be removed from all member or mailing lists prior to their delivery to Bank. Nothing stated above shall excuse performance by University of any provision of the Agreement requiring that a minimum number of names and related information be provided to Bank, as set forth in the Agreement.

5. Add the following to Section 7 of the Agreement to read as follows:

Notwithstanding the forgoing paragraph, the University, as a state institution of higher education, is subject to the requirements of the Colorado Open Records Act, C.R.S. § § 24-72-101 *et seq.* ("Act"), and that the provisions of the Act control this Agreement and this section. Consequently, the parties understand and agree

that this Agreement is a public record as defined by the Act. The parties also understand and agree that the commercial financial information and formulas used by the Bank in computing total compensation to be received by the University set forth in Schedule B is considered by the parties to be, and is protected from disclosure under the Act, as the Bank's proprietary information and formulas ("Confidential Information"). The Bank has clearly marked the Confidential Information. Subject to the Act, any information defined as trade secret, privileged information or confidential commercial and financial data such as that set forth on Schedule B, which constitutes a trade secret of Bank and which the parties hereto acknowledge contains confidential commercial and financial information used by Bank in modeling its compensation structures for affinity partners, which was provided by Bank to University prior to, contemporaneously with, or subsequent to, the execution of this Agreement will not be disclosed by University to any other person or entity, except as required by a court interpreting a request for such Confidential Information pursuant to the Act. . With regard to the aggregate amount of Advances and the existence of the guarantee, as set forth on Schedule B, the University is hereby authorized by Bank to give such information to a third party in response to a valid request under the Act.

Notwithstanding the forgoing paragraph, if a request is made under the Act to view the Confidential Information, University will make timely, reasonable and best efforts to notify Bank of the existence, terms and circumstances surrounding such request. In such event, and subject to Rule 11 of the Colorado Rules of Civil Procedure, the University shall consult with Bank and both parties hereto will take all reasonable and necessary steps to defend or limit any request for disclosure of Schedule B in court. Should the court order that the University produce Schedule B as part of the judicial order with respect to an action, the parties understand and agree that University will produce such Confidential Information and such action will not be a violation of confidentiality hereunder.

6. Add the following section to the Agreement:

Bank understands and agrees that this Agreement applies only to the UCDHSC Downtown Denver Campus, and does not affect any other University campus' rights.

7. Schedule B of the Agreement is hereby amended to be marked in bold letters as "**TRADE SECRETS – CONFIDENTIAL COMMERCIAL AND FINANCIAL INFORMATION OF FIA CARD SERVICES, N.A.**" In addition, Section D of Schedule B of the Agreement shall be deleted in its entirety and replaced by the following:

D. **ROYALTY ADVANCES**

1. Upon June 1, 2006 and upon each of June 1, 2007, June 1, 2008, June 1, 2009, and June 1, 2010 (provided, if such day is not a business day, on the next business day) during the term of this Agreement, Bank shall pay to REGENTS the sum of Seventy Five Thousand Dollars (\$75,000) (each, an "Advance"), as an advance payment against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to REGENTS, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to REGENTS as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to REGENTS hereunder, and REGENTS hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (vi) below should occur:

(i) the Agreement is terminated prior to the June 30, 2011;

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

- (iii) Bank is prohibited or otherwise prevented from conducting at least three(3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank 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; and
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at UCDHSC Downtown Denver Campus Alumni Association or REGENTS major events during each consecutive twelve month period during the term of the Agreement; and
- (vi) REGENTS endorses, sponsors or promotes any Financial Service Product to Members with any entity other than Bank other than products currently endorsed by REGENTS with the Public Service Federal Credit Union and the College Invest student loan program.

2. If during any given year(s) prior to June 30, 2011 Bank recoups all prior Advances paid by it to REGENTS in prior years, and pays REGENTS Royalties accrued by REGENTS over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

#### E. ROYALTY GUARANTEE

REGENTS shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Three Hundred Seventy Five Thousand Dollars (\$375,000) (the "Guarantee Amount") by June 30, 2011, subject to the provisions set forth below. If by June 30, 2011, REGENTS has not accrued \$375,000 in Royalties, Bank will pay REGENTS an amount equal to the Guarantee Amount minus the sum of all compensation accrued by REGENTS during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection D.1., above.

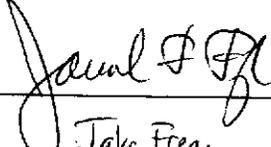
8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be 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 REGENTS OF THE UNIVERSITY  
OF COLORADO, A BODY CORPORATE**

By:   
Name: M. Roy Wilson  
Title: Chancellor  
Date: Dec 15, 2006

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

By:   
Name: Jake Frego  
Title: SVP  
Date: 1/3/07

**LEGAL REVIEW**

  
Steve Zweck-Bronner  
University of Colorado at Denver  
and Health Sciences Center



# Process Automation System

Bank of A

- [Home](#)
- [Requests](#)
- [My Queue](#)
- [My Requests](#)
- [Reports](#)
- [Ask PA](#)

[Flagscape](#) [ICM](#) [ICMSSI](#)

For urgent issues, please call the PAS On-Call Support person at 302-354-6729. For matters that require escalation, you can call 302-824-6562.

**Thank You.**

**Your Request has been successfully saved.**

**The PAS ID Number (PID No) for this request is 94780**

**Click [here](#) to Edit**

Requestor Name:	<b>Kristen Silva</b>
Group Code:	<b>AACV</b>
Group Name:	<b>REGENTS OF THE UNIVERSITY OF COLORADO/UNIVERSITY AT DENVER</b>
Additional Group Code(s):	<b>SAOP - REGENTS OF THE UNIVERSITY OF COLORADO/UNIV AT DENVER-STDNT ACAW - UNIVERSITY OF COLORADO AT DENVER AND HEALTH CENTER</b>
Type of Agreement:	<b>VALID INTENT NOT TO RENEW</b>
Request Date:	<b>4/22/2011</b>
AE Name:	<b>Affinity Relationship Team</b>
Federal Required:	<b>Yes</b>
Sector:	<b>Collegiate</b>
Effective Date:	<b>4/22/2011</b>

You can use the Request Track report under the Reports Tab to check the status of this request.



University of Colorado  
Denver

Office of Alumni Relations

Campus Box 189  
P.O. Box 173364  
Denver, Colorado 80217-3364  
o 303-315-2333  
f 303-315-2332

[www.ucdenver.edu/downtownalumni](http://www.ucdenver.edu/downtownalumni)

April 22, 2011

Kristen E. Silva  
Senior Vice President  
Affinity Management - Contract Center of Excellence  
Bank of America - Deposit and Card Products  
100 Federal Street  
MA5-100-06-05  
Boston, MA 02110

Kristen,

The University of Colorado Denver's affinity card agreement is due to expire on June 30, 2011. Please consider this the University's written notice of our intention not to renew the agreement, in accordance with paragraph 3 of the Term Extension Addendum. The current agreement will expire June 30, 2011.

Thank you,

Julie K. Mullin  
Associate Director