

**A M E N D E D A N D R E S T A T E D
A F F I N I T Y A G R E E M E N T**

UCLA ALUMNI ASSOCIATION

This Amended and Restated Affinity Agreement is entered into as of the 1st day of October, 2005 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and UCLA ALUMNI ASSOCIATION, a California not for profit corporation having its principal place of business in Los Angeles, California ("UCLAAA") for themselves, and their respective successors and assigns. MBNA America and UCLAAA are referred to herein as the "Parties" or a "Party" in the singular.

WHEREAS, UCLAAA and MBNA America are parties to an "Affinity Agreement" dated as of November 3, 1995, as the same was amended by a letter addendum dated March 31, 1998 and an Addendum dated as of June 6, 2000 (collectively, the "Original Agreement"); and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Amended and Restated Affinity Agreement and Schedules A through D.
- (b) "Contract Year" means each twelve-month period during the term of this Agreement commencing on October 1st and ending as of September 30th of the next year during the term.
- (c) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Financial Service Products" means any credit card program, charge card program and/or travel and entertainment credit card program.

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

(g) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which UCLAAA complies with the GIP provisions of this Agreement.

(h) "Mailing List" means updated and current lists and/or magnetic tapes (in a format reasonably designated by MBNA America) containing names, postal addresses and, if known by UCLAAA, telephone numbers, and if not prohibited by law or UCLAAA's written privacy policies and procedures, e-mail addresses of Members. The Parties acknowledge that use of such email addresses is currently prohibited by such privacy policies or procedures of the UCLAAA. All Mailing Lists shall be segmented by zip codes or other reasonably selected membership characteristics. With reference to MBNA America's obligations under this Agreement and applicable law with regard to the Mailing Lists (*e.g.*, confidentiality, limited use, purge requirements, and handling upon termination of Agreement), the term "Mailing List" also includes any whole or partial copies or compilations of a Mailing List in any form or any medium, and any information derived solely from any Mailing List.

(i) "Member" means alumni, fans, ticket holders or supporters of the University of California, Los Angeles Athletic Department ("UCLA Athletic Department") and/or other potential participants mutually agreed to by UCLAAA and MBNA America.

(j) "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.

(k) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

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

(m) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which UCLAAA complies with the GIP provisions of the Agreement.

(n) "Royalties" means the compensation set forth in Schedule A.

(o) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, signature of any UCLAAA officer (including facsimile signatures) or trademark used or acquired by UCLAAA

during the term of this Agreement, including, but not limited to any design, image, logo, service mark, trademark or tradename used in connection with the UCLA Athletic Department, a University athletic team or athletic event (the "Athletic Trademarks") including, but not limited to the Athletic Trademarks listed on Schedule B, attached hereto and incorporated herein.

(p) "UCLAAA Affiliate" means any entity which is owned or controlled by, or is under common ownership or control with UCLAAA. For purposes of clarity, neither the University of California, the Regents of the University of California, nor the University (defined below) are UCLAAA Affiliates.

(q) "University" means the University of California, Los Angeles.

2. RIGHTS AND RESPONSIBILITIES OF UCLAAA

(a) Except for as otherwise provided in this Agreement, UCLAAA agrees that during the term of this Agreement it will, and will cause the UCLAAA Affiliates to, endorse the Program exclusively and that it will not (and will not permit any UCLAAA Affiliate to), by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. UCLAAA agrees that during the term of this Agreement it will use reasonable efforts to prevent the University from directly or indirectly: (i) sponsoring, advertising, aiding, developing, marketing, soliciting proposals for programs offering, or discussing with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) licensing or allowing others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) selling, renting or otherwise making available or allowing 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. UCLAAA agrees, and agrees to take the necessary steps to ensure, that MBNA America shall be the exclusive provider, solicitor and marketer of any Financial Service Products at, or in close proximity to, any University athletic events. Notwithstanding anything else in this Agreement to the contrary, UCLAAA or the University may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement of a Financial Service Product. The fact that a financial institution is a sponsor of the University or the UCLAAA shall not, in and of itself, constitute an express or implied endorsement by UCLAAA or the University of such financial institution.

Notwithstanding the foregoing, commencing as of April 1, 2010, UCLAAA shall have the right to solicit proposals for and to discuss programs offering Financial Service Products with any organization.

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

(c) UCLAAA authorizes MBNA America to solicit Members by mail, direct promotion, advertisements, internet, and/or telephone for participation in the Program as provided for in this Agreement.

(d) UCLAAA shall have the right of prior written approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UCLAAA's Trademark; such approval shall not be unreasonably withheld or delayed. If UCLAAA requests MBNA America to reissue new credit cards, or to change existing marketing materials (or create new materials) to reflect a different, modified or new Trademark, then MBNA America shall provide UCLAAA with an estimate of the costs involved. If UCLAAA thereafter requires MBNA America to reissue cards or to modify or create replacement marketing or fulfillment materials, then MBNA America may deduct all resultant costs from future Royalties due UCLAAA. In the event such costs exceed Royalties then due UCLAAA, UCLAAA shall promptly reimburse MBNA America for all such costs. Notwithstanding the preceding sentence, if MBNA America is permitted by UCLAAA to begin to use the new or revised Trademark after then-existing and in-process marketing and card plastics inventories are produced and exhausted in the ordinary course of business, then any such costs incurred by MBNA America in changing the Trademarks on credit card plastics in the ordinary course of business and on subsequent marketing/fulfillment materials will be borne by MBNA America.

(e) Within thirty (30) days following the request of MBNA America, but no more than four times in a Contract Year, UCLAAA shall provide MBNA America with a Mailing List of Members; provided, however, that UCLAAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly "opted out" to UCLAAA or otherwise expressly requested that UCLAAA not provide his/her personal information to third parties, or whose information the UCLAAA is not permitted by applicable privacy law to access or use. MBNA America shall pay to UCLAAA Forty Thousand Dollars (\$40,000) once each Contract Year for the use of the Mailing Lists; provided that a Mailing List has been provided to MBNA America in the applicable Contract Year. MBNA America shall deduct such payments from Royalties due UCLAAA. UCLAAA shall provide the first Mailing List, containing at least Two Hundred Twenty-Five Thousand (225,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after UCLAAA's execution of this Agreement. For all subsequent Mailing Lists, UCLAAA will provide the maximum number of

Member names (with all corresponding information) that it can reasonably provide, subject to applicable law and the individual requests of Members regarding his/her respective name and corresponding information. The Parties shall use their reasonable efforts to mutually agree at the beginning of each Contract Year to the dates the Mailing Lists shall be provided to MBNA America during that Contract Year, and as to the number of uses/channels to which each such Mailing List may be employed; provided, however, that as a minimum MBNA America shall be entitled to use each Mailing List provided for at least one direct mail campaign and one telemarketing campaign for the Program. Notwithstanding any other provision of the Agreement, UCLAAA shall be required to provide Mailing Lists to MBNA America only to the extent permitted by applicable law, including without limitation, California Education Code Section 92630 aka S.B. 569 ("S.B.569").

(f) UCLAAA shall, and shall cause any UCLAAA Affiliates to, 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 UCLAAA. Notwithstanding the above, UCLAAA 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 then-current materials provided by MBNA America to UCLAAA. Any correspondence received by UCLAAA that is intended for MBNA America (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier as soon as possible, but no later than seventy-two (72) hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) UCLAAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. UCLAAA shall provide MBNA America all Trademark production materials (*e.g.*, camera ready art) reasonably required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after UCLAAA's execution of this Agreement. Nothing stated in this Agreement prohibits UCLAAA 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) UCLAAA shall provide MBNA America with a subscription without charge to any and all UCLAAA publications.

(i) UCLAAA shall provide to MBNA America and/or shall cause the UCLA Athletic Department to provide to MBNA America each of the sponsorship and marketing opportunities listed on Schedule C, attached hereto and incorporated

herein by reference. The provision of each such marketing opportunity shall be deemed a material obligation of UCLAAA to MBNA America. MBNA America has the right of prior approval of the content, scope and timing of all Advertising and Signage described in Schedule C. In addition UCLAAA shall provide to MBNA America the following with regard to the Promotional Opportunities listed on Schedule C:

- (i) reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events (*e.g.*, setting up table and booths). Such vehicular access shall, to the extent possible, provide one MBNA America vehicle a convenient location in relation to each area in which MBNA America is conducting the direct promotion event; and
- (ii) UCLAAA shall permit MBNA America to set up at each location at least one (1) hour prior to the gates opening to the public for the athletic event.
- (j) UCLAAA shall use its reasonable efforts to obtain from the University the right to use the list of undergraduate students, graduate students, students' parents, friends, donors, faculty and staff of the University (the "University List") to solicit the Program. Such efforts shall include UCLAAA's Executive Director writing letters to the University and arranging meetings between the University and MBNA America to discuss permitting MBNA America to use the University List in marketing the Program. The Parties acknowledge that UCLAAA has no rights to require access and use of the University List.
- (k) In the event that federal or state law, or University policy, prohibit MBNA America from soliciting the students of the University for a credit card in the manner provided for in this Agreement then UCLAAA shall use its best efforts to consult with MBNA America to develop other marketing strategies to permit such solicitation.
- (l) UCLAAA shall include advertising for the Program at mutually agreed upon locations within the UCLAAA internet site (occasionally on the home page) and, if requested by MBNA America, establish a "hot-link" from such inclusion to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle UCLAAA to the compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UCLAAA shall modify or remove such inclusions within twenty-four (24) hours of MBNA America's request. UCLAAA shall provide MBNA America with the ability to view any and all pages within the UCLAAA internet sites, including without limitation any "members only" or other restricted access page(s) that mention the Program or contains or links to third party advertising.
- (m) In connection with the Program, UCLAAA shall comply with all laws applicable to UCLAAA.

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 UCLAAA.
- (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 UCLAAA.
- (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 shall maintain the confidentiality of the Mailing Lists using measures no less than those MBNA is generally required to utilize with respect to other mailing lists MBNA America receives from its affinity partners and as may be required pursuant to applicable information privacy law, and it shall require any entities that MBNA America permits to handle the Mailing Lists to utilize the same measures as such third parties are generally required to utilize with respect to other affinity member mailing lists provided by MBNA America to such entities, and as may be required pursuant to information privacy law applicable to such entities. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. The Mailing Lists are and shall remain the sole property of UCLAAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UCLAAA.
- (f) Subject to applicable law and regulation, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in MBNA America's judgment for the solicitation of Credit Card Account applications. UCLAAA shall have final approval of the use and appearance of the Trademarks used on such materials, as well as the suitability of such materials. MBNA America shall procure such items only from vendors who are approved by the ASUCLA Licensing Division.
- (g) MBNA America shall pay to UCLAAA the Royalties as herein provided.

(h) MBNA America shall not use those names and addresses obtained solely from the Mailing Lists to solicit Customers for any travel programs or travel services.

(i) MBNA America shall have no authority to use the Mailing Lists other than in accordance with this Agreement or as permitted by UCLAAA in a separate writing. MBNA America shall comply with any reasonable request of UCLAAA with respect to security precautions to maintain the security and confidentiality of the Mailing Lists.

(j) Except as provided for in Section 3(e) of this Agreement, upon the termination of this Agreement MBNA America shall promptly: (i) return the Mailing Lists still in MBNA America's possession to UCLAAA; and (ii) destroy and purge from all of its systems all Mailing Lists and any portion thereof, including any full or partial copies or reproductions hereof in any medium whatsoever so as to make any or all such data unrecoverable and irretrievable by any method; provided however, that MBNA America shall be entitled to retain archival information as reasonably necessary to be prepared to respond to governmental regulatory inquiry and/or to demonstrate compliance with applicable law and regulation, as long as such information is not used to solicit Members who are not MBNA America Customers for any product or service offered by MBNA America or its affiliates. For the avoidance of doubt, MBNA America may solicit any person whose name and/or other information is obtained from any source independent of UCLAAA or this Program and who is eligible for any other program offered by MBNA America but only in connection with that other program.

(k) MBNA America agrees that UCLAAA shall be entitled to injunctive relief to prevent violation or further violation by MBNA America and/or its employees, agents or representatives with regard to the Mailing Lists. Nothing herein shall be construed as prohibiting UCLAAA from pursuing any other remedy on account of such breach or threatened breach.

(l) In the event that MBNA America receives a request to disclose the Mailing Lists pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, MBNA America agrees to: (i) immediately notify UCLAAA of the existence, terms and circumstances surrounding the request; (ii) consult with UCLAAA on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Mailing Lists are 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 Mailing List to be disclosed which UCLAAA designates.

(m) In connection with the Program, MBNA America shall comply with all laws applicable to MBNA America..

(n) MBNA America shall provide to UCLAAA within forty-five days of the end of each calendar quarter during the term, a report substantially in the form provided in Schedule D hereof for all Credit Card Accounts related to the Program.

(o) Notwithstanding any other provision of this Agreement, the information provided to UCLAAA pursuant to Schedule D may not be provided by UCLAAA (including, without limitation, any employee, agent, representative or volunteer thereof) to any third party without the prior written consent of MBNA America.

(p) All mailings by MBNA America sent out using such Mailing Lists shall conspicuously display UCLAAA as associated with the business described in the mailing; provided, however, that approval by UCLAAA of such mailing piece(s) shall constitute conclusive evidence that MBNA America has complied with this Section with respect to such mailing.

(q) No later than sixty (60) days after receiving written notice from UCLAAA regarding any person who has informed UCLAAA that such person does not want their name, address and/or electronic mail address disclosed to UCLAAA's affinity partners, or who has exercised any other right to opt out from being solicited as permitted by S.B. 569 or any other applicable law, MBNA America shall stop using all information obtained solely from any Mailing List(s) regarding such person, and may not under any circumstances use such information for any mailings or other solicitation, provided that MBNA America may solicit any Customer or Member whose name is obtained by MBNA America through any source other than UCLAAA or a Mailing List and who is eligible for any other program offered by MBNA America, but only in connection with that other program.

(r) MBNA America agrees that it will not use any Mailing Lists to prescreen Members for any Credit Card Accounts after April 30, 2011.

4. REPRESENTATIONS AND WARRANTIES

(a) UCLAAA 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 negotiation, 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) UCLAAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program as contemplated in the Agreement. Without limitation of the generality of any other representation or warranty contained herein, UCLAAA represents and warrants to MBNA America that each Mailing List provided to MBNA America shall have been produced in compliance with all applicable law and regulation, including without limitation all California state law.

(c) UCLAAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it is a separate entity or organization and that there is no entity or organization that is permitted to use, license or sub-license the Athletic Trademarks in connection with any credit card/affinity card category, that has access to the Mailing List in connection with any credit card/affinity card category or that can grant marketing access to any University's athletic event in connection with any credit card/affinity card category.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UCLAAA. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide UCLAAA with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the average monthly outstanding balances for the Credit Card Accounts, made during the preceding calendar quarter on consumer Credit Card Accounts and Reward Credit Card Accounts.

(c) Upon the written request of UCLAAA, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide UCLAAA with reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due UCLAAA since

the last request was made or, if no previous request was made hereunder, for the last four (4) 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 UCLAAA's expense, if UCLAAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder. In the event that such reports conclude that UCLAAA was underpaid by more than one percent (1%) of the total amount to which it was otherwise entitled over the period examined by the report, then MBNA America shall be responsible for the fees and expenses of such independent certified public accountant in conducting the certification.

(d) In consideration of the Royalties, and the Advance provisions set forth in this Agreement, UCLAAA shall be solely responsible for and shall pay any and all compensation or consideration, if any, due to UCLA Athletic Department for the sponsorship and marketing opportunities provided by UCLAAA to MBNA America that are listed on Schedule C. UCLAAA and the UCLA Athletic Department shall determine, exclusive of MBNA America, the amount of any compensation or consideration to be paid by UCLAAA to UCLA Athletic Department, if any.

6. CROSS INDEMNIFICATION.

UCLAAA and MBNA America each will indemnify and hold harmless the other Party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UCLAAA or MBNA America, respectively as the case may be, or its directors, officers or employees. UCLAAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program in accordance with this Agreement, provided that MBNA America has not materially breached its obligations in this Agreement nor violated applicable law with regard to such Mailing Lists in any material respect. Each Party shall promptly notify the other Party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other Party.

7. PROGRAM ADJUSTMENTS

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program.

MBNA America may raise the base margin and fees in accordance with this Section, but may not raise the base margin and fees in excess of the average base margin and fee levels then in effect for the credit card programs of other Pac Ten MBNA America programs, unless MBNA America certifies in writing that the average performance of the alumni programs for the other Pac Ten MBNA America programs exceeds the performance of the UCLAAA Credit Card Program. MBNA America will base this certification upon an internal review by MBNA America of (without limitation) delinquency, charge-off, and overall profitability of accounts. Notwithstanding the foregoing, MBNA America may freely adjust the base margin and/or fees in the event the Program generates a net profit for MBNA America of less than 1.75%.

8. CONFIDENTIALITY

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. In addition, as to MBNA America, each Mailing List and the information contained therein, is also “Information” as of the date of disclosure. MBNA America and UCLAAA 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 requested by any governmental regulatory authority. UCLAAA warrants that each person to whom the Information is or will be disclosed to (including the members of its board of directors) shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy, transfer or disclose the Information, or make any other use of the Information other than as specifically agreed upon by the Parties. In addition, UCLAAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UCLAAA and/or its board of directors, employees, volunteers, agents or representatives of this Section 8. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2011. 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 conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UCLAAA, 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 UCLAAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other Party may immediately terminate this Agreement.

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

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

(e) For a one (1) year period following the termination of this Agreement for any reason, UCLAAA agrees that neither UCLAAA nor any UCLAAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were

Customers. Notwithstanding the foregoing, UCLAAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UCLAAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all or substantially all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

(f) If as of the end of any Contract Year throughout which MBNA America was timely provided upon its request with Mailing Lists (each containing at least 225,000 non-duplicate names (with corresponding postal addresses and, if known to UCLAAA, telephone number information) of persons at least eighteen years of age), and which MBNA America could utilize throughout such Contract Year for direct mail and telemarketing the Program in accordance with all applicable law and regulation, and as of the end of which MBNA America has opened fewer than 2,000 new Credit Card Accounts; then UCLAAA shall have the right to discuss with and consider programs of other providers of Financial Service Products and terminate this Agreement upon ninety (90) days prior written notice to MBNA America of such decision to terminate; provided however, that such written notice of termination must be received by MBNA America as provided herein on or before the April 15th immediately following the end of the applicable Contract Year.

12. 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 UCLAAA pursuant to any GIP. In that regard, UCLAAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UCLAAA to the GIP 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 shall be coded by UCLAAA as instructed by MBNA America 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 A.

(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 UCLAAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UCLAAA pursuant to any

GIP shall be deducted from any or all Royalty payments due UCLAAA under this Agreement. Prior to incurring such costs, MBNA America will provide to UCLAAA an written estimate of such costs. MBNA America will not incur such costs prior to UCLAAA's approval of the cost estimate.

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

13. 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 3(j), 3(o), 5(c), 5(d), 6, 8, 11(c), 11(d), 11(e), 14 and 15 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 UCLAAA:

UCLA Alumni Association
James West Alumni Center
Los Angeles, CA 90094-1397

ATTENTION: Executive Director

Fax #: (310) 209-4204

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of Colleges and Universities

Fax #: (302) 432-1380

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, UCLAAA may not assign or transfer any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer any of its rights or obligations under or arising from this Agreement without the written consent of UCLAAA, which shall not be unreasonably withheld; provided however that MBNA America may assign or transfer, without UCLAAA's consent, any of its rights and/or obligations under this Agreement:

- (i) to a subsidiary or an entity controlling, controlled by or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate; or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation or a sale of all or substantially all the assets of MBNA America (each, a "Transaction"), subject to the following. MBNA America shall provide UCLAAA with notice of such Transaction within thirty (30) days of the consummation of such Transaction. Upon receipt of such notice, UCLAAA shall have one hundred eighty (180) days to determine in good faith if it is reasonably satisfied with the post-Transaction relationship. In the event that UCLAAA reasonably determines in good faith that it is not satisfied, UCLAAA may terminate the Agreement by notice to the successor entity to MBNA America, which notice shall specify in detail the basis for UCLAAA's dissatisfaction. After receiving such notice, the successor entity shall have sixty (60) days in which to address UCLAAA's issues and thereby satisfy UCLAAA. If after such period UCLAAA's issues remain unaddressed, then the Agreement shall immediately terminate. For the avoidance of doubt, the contemplated merger of MBNA Corporation

and Bank of America Corporation is not a Transaction, and may be accomplished without consent from UCLAAA.

(h) MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement, provided that MBNA America shall remain responsible for the performance of its obligations hereunder by such third parties. For example, certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates, such as business credit card accounts are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(i) MBNA America and UCLAAA 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.

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

(k) 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 or other labor disputes, 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.

(l) 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.

14. CUSTOMER LIST

(a) Upon the request of UCLAAA but in no event more than twice per year (and provided neither Party has provided a notice of termination of this Agreement to the other), MBNA America shall provide a list of the names and addresses of Customers (collectively, hereinafter "Customer List"). When used in this Agreement, 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. UCLAAA shall return any and all Customer Lists provided by MBNA America in the form provided within thirty (30) days of receipt of such Customer List. UCLAAA agrees that it shall upon termination of this Agreement: (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") other than the Customer's name, address and, if available telephone number, which may be integrated

into UCLAAA's list of members; and (ii) return or destroy within sixty (60) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever, other than the Customer's name, address and, if available telephone number if such information has been integrated into UCLAAA's list of members. All destruction of Customer Lists and Customer Information shall be done so as to make any or all such data unrecoverable and irretrievable by any method. Upon termination of this Agreement, UCLAAA shall immediately destroy and purge from its system all information derived from the Customer List that identifies Members who have or had a Credit Card Account. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Cardholder List or Cardholder Information otherwise required to be provided by it to UCLAAA, and may restrict any use by UCLAAA of any Cardholder List or Cardholder Information which is provided by MBNA America to UCLAAA, 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 Cardholder request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America (e.g., subject MBNA America to a risk of becoming a "credit reporting agency").

(b) Each Customer List is and shall remain the sole property of MBNA America. UCLAAA 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 any entity other than MBNA America without receiving the prior written approval of MBNA America.

In view of the confidential nature of the Customer List, UCLAAA warrants that all employees, volunteers, agents and/or representatives of UCLAAA 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 other use of the Customer List other than as specifically approved by MBNA America.

(c) UCLAAA shall have no authority to use the Customer List for any purpose not expressly permitted by this Agreement or by MBNA America in a separate writing. UCLAAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List.

(d) UCLAAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UCLAAA and/or its employees, volunteers, agents or representatives of this Section, Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(e) In the event UCLAAA 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, UCLAAA 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.

14. ADDITIONAL S.B.569 PROVISIONS

The Parties acknowledge and agree that, to the extent required by S.B. 569, the Regents of the University of California have the right to: (a) approve or reject the purpose for which Mailing Lists provided to MBNA America that contain alumni private information is used; and (b) approve the text of mailings sent to such University alumni using a Mailing List. UCLAAA shall obtain the University's approval, to the extent such approval is required by S.B. 569, of such mailings as part of UCLAAA's process of granting approval of such materials as provided in Section 2(d) hereof.

15. MUTUAL RELEASE

(a) Except for the duties, liabilities, agreements and obligations under this Agreement, MBNA America irrevocably and unconditionally, completely and forever releases, remises and discharges any and all claims or demands, losses, costs (including attorneys' fees), damages, actions, causes of action, whether in law or equity, suits, administrative actions or proceedings, judgments, executions, attachments, debts, contracts, accounts, agreements, promises, liabilities and obligations of every kind and nature whatsoever which may have existed, exist, and/or may exist as of the Effective Date of this Agreement (hereinafter referred to as the "Released Claims"), whether secured or unsecured, whether now known or unknown, whether suspected or unsuspected and whether or not heretofore asserted which MBNA America now holds or owns, or at any time heretofore held or owned, or may at any time hold or own, against UCLAAA and its current or former partners, subsidiaries, affiliates, parent entities, agents, employees, officers, directors, shareholders, owners, attorneys, insurers, representatives, trustees, principals, predecessors, successors and assigns, and each of them.

(b) Except for the duties, liabilities, agreements and obligations under this Agreement, UCLAAA irrevocably and unconditionally, completely and forever releases, remises and discharges any and all claims or demands, losses, costs (including attorneys' fees), damages, actions, causes of action, whether in law or equity, suits, administrative actions or proceedings, judgments, executions, attachments, debts, contracts, accounts, agreements, promises, liabilities and obligations of every kind and nature whatsoever which may have existed, exist, and/or may exist as of the Effective Date of this Agreement (hereinafter referred to as the "Released Claims"), whether secured or unsecured, whether now known or unknown, whether suspected or unsuspected and

whether or not heretofore asserted which UCLAAAA now holds or owns, or at any time heretofore held or owned, or may at any time hold or own, against MBNA America and its current or former partners, subsidiaries, affiliates, parent entities, agents, employees, officers, directors, shareholders, owners, attorneys, insurers, representatives, trustees, principals, predecessors, successors and assigns, and each of them.

(c) The Parties acknowledge that they have been informed and are aware of the provisions of Section 1542 of the California Civil Code and expressly WAIVE AND RELINQUISH all rights and benefits which they have or may have under said Section, which states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM [OR HER] MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

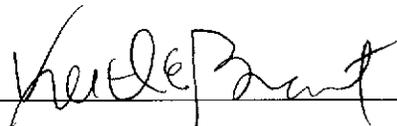
The Parties agree that this Agreement will remain in effect as a general release, notwithstanding any additional or different facts they may discover about the Released Claims.

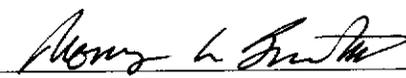
(d) The Parties represent and warrant that neither they, nor any of their agents, attorneys, employees, predecessors, successors or assigns have assigned or transferred or purported or agreed to assign or transfer any of the Released Claims, and each Party agrees to indemnify and hold the other harmless from and against any Released Claims, including attorneys' fees paid or incurred, arising out of any such transfer or assignment.

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

UCLA ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: KEITH E. BRANT

Name: Thomas W. Brookes

Title: EXECUTIVE DIRECTOR

Title: Senior EVP

Date: 30 DEC 05

Date: 1/12/06

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS (excluding Reward Credit Card Accounts)

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open with active charging privileges for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.0834% (this monthly rate on an annualized basis is 1.00%) of the average monthly outstanding balance on consumer Credit Card Accounts, which average monthly outstanding balance shall be determined by taking the aggregated sum of the (1) outstanding balances on the consumer Credit Card Accounts on the first file maintenance day of each month plus the (2) balances existing on the consumer Credit Card Accounts on the last file maintenance day of each month, and dividing this number by two.
4. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open with active charging privileges for at least ninety (90) consecutive days and which is utilized by the Customer 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.
2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.0834% (this monthly rate on an annualized basis is 1.00%) of the average monthly outstanding balance on Reward Credit Card Accounts, which average monthly outstanding balance shall be determined by taking the aggregated sum of the (1) outstanding balances on the Reward Credit Card Accounts on the first file maintenance day of each month plus the (2) balances existing on the Reward Credit Card Accounts on the last file maintenance day of each month, and dividing this number by two.
4. \$40.00 (forty dollars) for each 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 (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. ROYALTY ADVANCES

1. (a) Upon full execution and delivery of this Agreement by the Parties, MBNA America shall pay to UCLAAA an advance of Eight Hundred Fifty Thousand dollars (\$850,000) as an advance against future Royalties, subject to the provisions set forth below; and (b) on or before November 1st of each Contract Year (commencing as of

November 1, 2006 and continuing until and including November 1, 2010), MBNA America shall pay to UCLAAA a further advance against future Royalties equal to (1.) seventy-five percent (75%) of the total Royalties accrued during the last completed Contract Year (with the first such completed Contract Year being October 1, 2005 through September 30, 2006), minus (2.) an amount equal to the remaining portion, if any, of the prior paid Advance which was not subsequently recouped by MBNA America from Royalties accrued during such last completed Contract Year (each payment under (a) and (b) hereof is an "Advance"), subject to the provisions set forth below. All Royalties accrued during a Contract Year shall, in lieu of direct payment to UCLAAA, be applied against the Advance paid during such Contract Year until such time as such Advance is fully recouped. Any Royalties accrued thereafter, in each case, shall be paid to UCLAAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UCLAAA hereunder, and (y) UCLAAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the last Advance paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (viii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date; however, in the event the termination of the Agreement is due to the insolvency of MBNA America, UCLAAA shall be entitled to retain as fully earned all money paid by MBNA America pursuant to the Agreement;
- (ii) UCLAAA materially breaches any of its obligations under this Agreement and such breach is not cured in accordance with Section 11(a);
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the updated Mailing List during each Contract Year during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the updated Mailing List during each Contract Year during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) on at least twenty (20) days occurring during each Contract Year during the term of the Agreement;
- (vi) the UCLA Athletic Department enters into, endorses, sponsors, or promotes any credit card/affinity card program with any entity other than MBNA America;
- (vii) UCLAAA does not use its reasonable efforts to prevent the University, any department of the University, or any other department or entity otherwise

wholly controlled by the University, from entering into, endorsing, sponsoring, or promoting any credit card program, charge card program or travel and entertainment credit card program with any entity other than MBNA America; and/or

(viii) UCLAAA should exercise its right to terminate the Agreement as set forth in Section 11(g) hereof.

D. SPONSORSHIP FROM MBNA AMERICA

Upon the full execution and delivery of this Agreement by the Parties, MBNA America shall pay to UCLAAA a one-time sponsorship of One Hundred Fifty Thousand dollars (\$150,000).

**SCHEDULE C
SPONSORSHIP AND MARKETING OPPORTUNITIES**

Exclusivity

1. MBNA America is entitled to product and advertising exclusivity in the credit card/affinity category for all UCLA Athletic Department events.
2. MBNA America shall have the right to utilize the phrase "Proud sponsor of UCLA Athletics".
3. MBNA America shall have the right to utilize the words "UCLA Athletics" and the script-logo in conjunction with retail cross promotions subject to UCLA's approval.

Advertising and Signage

4. MBNA America's advertising shall appear on two (2) 3'x11" backlit panels directly above the video displays in Pauley Pavilion four-sided scoreboard and one (1) 6'x6' backlit panel on the player stats displays in Pauley Pavilion on one of the two displays.
5. MBNA America shall be entitled to one (1) in-game video board feature sponsorship and one public address announcement at each home football game acknowledging MBNA America's sponsorship or promoting MBNA America's product. Announcement will direct fans to the direct promotions tabling locations.
6. MBNA America shall be entitled to receive one (1) promotional message per half of each home men's basketball game on the digitized message boards located on Pauley Pavilion's arena level, the contents of which will be mutually agreed upon between the Parties. The message shall be restricted to twenty-five (25) word maximum.
7. MBNA America shall be entitled to advertising space on the Adtime basketball scorer's table system for all televised men's home basketball games.

Sponsors on the Adtime system receive a minimum of three minutes exposure per regular season men's home games on this scorer's table system, with 14-16 home games played annually. The system features 60' of rotating signage between the team benches.

8. MBNA America shall be entitled to one (1) full page black and white advertisement in the *UCLA Football Media Guide* each Contract Year.

9. MBNA America shall be entitled to one (1) full page black and white advertisement in the men and women's basketball game programs each Contract Year.

Promotional Opportunities

10. MBNA America shall be entitled to tabling opportunities. MBNA America shall have the opportunity to set up four (4) tables/booths at all home football games; three (3) tables at all home men's basketball games and one (1) booth at all Olympic sports home events. Locations of booths to be mutually agreed upon by all parties. UCLAAA will cause the UCLA Athletic Department to provide MBNA America's marketing staff up to ten (10) parking passes for football games; four (4) parking passes for basketball games and Olympic sports events.
11. MBNA America shall have the opportunity to distribute a promotional item at one UCLA athletic event.
12. MBNA America shall have the opportunity to participate in the basketball half-time contest at men and women's home basketball home games. These contests consist of student's attempting to win a grand prize by making shots from various positions on the basketball court. The student obtains prizes for each successful attempt. MBNA America shall provide the prize for second consolidation spot (free-throw).
13. MBNA America shall have the opportunity to sponsor the "Player of the Game" for all home men's football games. The public address announcer at the stadium and the radio announcer shall announce the "Player of the game". An on-the air thank you shall conclude each "Player of the Game" announcement.
14. MBNA America shall have the opportunity to conduct two (2) on court promotions at two (2) mutually agreed upon men's basketball games. Format to be mutually agreed upon by UCLA Athletic Department, UCLAAA and MBNA America. MBNA America will receive ten (10) additional game tickets – four (4) lower level and six (6) upper level to mutually selected games.
15. At their expense, MBNA America may conduct two (2) direct solicitations per Contract Year to UCLA's season and single game ticket purchasers as flagged and drawn from the UCLAAA's database.
16. Subject to approval by UCLA Athletics Department and the UCLAAA, MBNA America shall have the opportunity to conduct promotions with a retail partner.
17. MBNA America shall have the opportunity to conduct ticket promotions in conjunction with the UCLA Athletics Department (*i.e.*, a fan will receive a

discount to selected events or a complimentary gift when buying tickets with a Credit Card Account).

Tickets

18. MBNA America shall be entitled to four (4) football season tickets between the 20-yard lines and one (1) preferred parking pass set. UCLA home games are played at the Rose Bowl and these tickets would be located on the press box side.
19. MBNA America shall be entitled to four (4) men's basketball and two (2) women's basketball season tickets in the best available public location plus two (2) preferred parking passes. Additional tickets may be requested and will be provided on an availability basis.
20. MBNA America shall be entitled to two (2) courtside seats for two (2) home conference games. These are located at the scoring tables on the north side of the court, and offer an unparalleled view of the game.

**ADDENDUM TO THE UCLA ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 10 day of MAY, 2006 by and between UCLA Alumni Association ("UCLAAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCLAAA and MBNA America are parties to an amended and restated affinity agreement dated October 1, 2005; and

WHEREAS, UCLAAA and MBNA America mutually desire to modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UCLAAA 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. Section 13 of the Agreement is hereby amended by deleting subsection (b) in its entirety and replacing it with the following new subsection (b):
 - (b) The obligations in Sections 3(e), 3(j), 3(k), 3(l), 3(o), 5(a) (with regard to Royalties, if any, that accrued prior to the termination of this Agreement and are due to UCLAAA after the termination of this Agreement), 5(c), 5(d), 6, 8, 11(c), 11(d), 11(e), 14.1 (except MBNA America's obligation to provide UCLAAA with a Customer List), and 15 shall survive the termination of this Agreement.
3. The first Section 14 titled "CUSTOMER LIST" is hereby renumbered to be Section 14.1. The second Section 14 titled "ADDITIONAL S.B. 569 PROVISIONS" is hereby renumbered to be Section 14.2.
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

UCLA ALUMNI ASSOCIATION

By: _____

Name: KEITH E. BLANT

Title: EXECUTIVE DIRECTOR

Date: 10 May 2006

MBNA AMERICA BANK, N.A.

By: _____

Name: Jake Frego

Title: SVP

Date: 6/16/06

**DEPOSIT PROGRAM ADDENDUM
TO THE UCLA ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 19th day of August, 2009, (the "Addendum Effective Date"), by and between UCLA Alumni Association ("UCLAAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("**Bank**"), for themselves and their respective successors and assigns.

WHEREAS, UCLAAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of October 1, 2005, as the same has been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of UCLAAA; and,

WHEREAS, UCLAAA and Bank mutually desire to amend the Agreement to include consumer "Deposits", as defined below, as a part of the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UCLAAA 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. Section 1 of the Agreement is hereby amended to include the following definitions:

"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.

"Deposits" means money market deposit accounts, certificate of deposit accounts, -checking accounts, debit cards, saving accounts, individual retirement money market deposit accounts, and individual retirement certificate of deposit accounts.

"Deposit Account" means a consumer Deposit account opened pursuant to the Program.

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

accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

“UCLAAA Trademarks” means Trademarks, except Athletic Trademarks.

3. For the sake of clarity, Bank and UCLAAA agree that the definition of “Financial Service Products” also means any deposit program and/or debit card program.
4. UCLAAA and Bank agree that Deposits are part of the Program as the features, terms and conditions of such Deposits, and/or the Program, may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by UCLAAA under the Agreement. Bank may offer Deposits through an affiliate, including without limitation, Bank of America, N.A. Bank may, in its discretion, solicit Members for Deposits through some or all of Bank’s or Bank’s affiliate’s marketing channels, including certain banking centers. For clarity, the foregoing will not change either party’s rights and obligations with respect to Mailing Lists under the Agreement.
5. UCLAAA agrees to exclusively endorse Deposits; and that neither UCLAAA nor any UCLAAA Affiliate will, by itself or in conjunction with others, directly or indirectly sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products, including Deposits, of any entity other than Bank. Subject to the foregoing, all of UCLAAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
6. UCLAAA will permit Bank, at no cost to Bank, to advertise Deposits on UCLAAA’s home page and at other as mutually agreed upon prominent locations within the internet site(s) of UCLAAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for certain Deposits (e.g., a checking account with debit card). UCLAAA will modify or remove such advertisements within twenty-four (24) hours of Bank’s request. To enable Bank to view all Program material, including Deposits materials, UCLAAA will provide Bank with the ability to access any and all pages that mention the Program or contain or link to third party advertising within the UCLAAA internet site(s), including without limitation any “members only” or other restricted access pages.
7. Solely in connection with the Deposits Program including the promotion thereof, UCLAAA hereby limits the license granted to Bank in Section 2(g) of the Agreement, solely to UCLAAA Trademarks . Bank’s use of the UCLAAA Trademarks, which shall be at Bank’s option, shall be subject to UCLAAA’s review and approval rights set forth in Section 2 of the Agreement. This license shall remain in effect for the duration of this Addendum and shall only apply to the UCLAAA Trademarks, notwithstanding the transfer of such UCLAAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. For clarity, there is no change to Section 2(g) of the Agreement with respect to the Program, other than the Deposits Program limitation.

8. In the event that Bank incurs a cost because of a change in the UCLAAA Trademarks (e.g., the cost of reissuing new credit cards and/or debit cards), Bank may deduct such costs from any Royalties due UCLAAA. In the event such costs exceed Royalties then due UCLAAA, if requested by Bank, UCLAAA will promptly reimburse Bank for all such costs. Notwithstanding the preceding sentences, if Bank is permitted by UCLAAA to begin to use the new or revised UCLAAA Trademark after then-existing and in-process marketing and card plastics inventories are produced and exhausted in the ordinary course of business, then any such costs incurred by Bank in changing the UCLAAA Trademarks on credit card plastics in the ordinary course of business and on subsequent marketing/fulfillment materials will be borne by Bank.

9. UCLAAA 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. Bank shall not market Bank Products (except "Deposit Offers", as defined below) when using UCLAAA's Mailing Lists to market Deposits in direct mail copy, in an e-mail, or in an outbound telemarketing solicitation, unless UCLAAA consents. "Deposits 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, provided however that Bank will not use this separate information in a manner that would imply an endorsement by UCLAAA.

10. 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 Deposits business, as determined by Bank in its sole discretion ("Deposit Impact"), then Bank may notify UCLAAA in writing of Bank's desire to renegotiate the Deposits Royalties and any other financial terms in this Addendum to address the Deposit Impact. If, within thirty (30) business days after UCLAAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Deposits Royalties and other financial terms to address the Deposit Impact, Bank shall have the right to terminate the Deposit Program, without penalty or liability to UCLAAA, upon ninety (90) days advance written notice.

11. In the event that Applicable Law has or will have a material adverse effect on Bank's Deposits business (as determined in Bank's sole discretion) ("Event"), Bank may notify UCLAAA in writing of Bank's desire to renegotiate the terms of this Addendum to address the Event. If, within thirty (30) business days after UCLAAA'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 the Deposit Program, without penalty or liability to UCLAAA, upon ninety (90) days advance written notice.²

12. Upon expiration or the earlier termination of the Agreement or, as applicable, this Addendum, UCLAAA will allow Bank to continue to use the UCLAAA Trademarks on, and will

not attempt to cause the removal of UCLAAA Trademarks from, from any person's debit cards, checks, or records of any Customer existing as of expiration or earlier termination of this Agreement or, as applicable, this Addendum, until their normally scheduled reissue date or exhaustion. Following expiration or the earlier termination of the Agreement, or this Addendum, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UCLAAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by UCLAAA.

13. Section 13(f)(2) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821”

14. Schedule A of the Agreement is hereby amended by adding a new subsection E as follows:

“E. DEPOSIT ACCOUNTS

During the term, UCLAAA will receive the Deposit Account Royalties set forth below. Unless otherwise noted, payments will be made within forty-five (45) days after the end of each calendar quarter. Deposit Account Royalties will not be paid to UCLAAA on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may permit Customers owning such converted accounts to participate in Bank's Keep The Change™ savings program in accordance with the terms shown in sub-section 2, below.

1. \$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 day from the account opening date.
2. An additional \$1.00 (one dollar) 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.
3. 0.10% (ten one-hundredths of one percent) of Debit Card Net New Purchases. 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.”

15. Deposit Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other products or form of accounts will not apply to Deposit Accounts. For the sake of clarity, all Royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to UCLAAA, be applied against any Advances that UCLAAA receives or may receive under the Agreement until such time as all Advances are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to UCLAAA in accordance with the terms set forth in this Addendum.

16. For a one (1) year period immediately following the earlier to occur, the expiration or early termination of the Agreement or of this Addendum for any reason, UCLAAA agrees that neither UCLAAA nor any UCLAAA Affiliate will, by itself or in conjunction with others, target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to persons who were Customers. Notwithstanding the foregoing, UCLAAA may, after the earlier to occur, the expiration or early termination of the Agreement or of this Addendum, offer persons who were Customers the opportunity to participate in another deposits program endorsed by UCLAAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

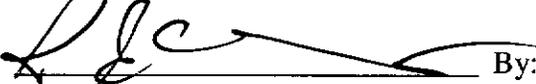
17. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

18. 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.

UCLA ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By:  By: 

Name: RALPH E. AMOS Name: Stephen Doan

Title: EXECUTIVE DIRECTOR Title: SUP

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of October, 2011 (the "Addendum Effective Date") by and between UCLA Alumni Association ("UCLAAA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCLAAA and Bank are parties to an Amended and Restated Affinity Agreement dated October 1, 2005, as the same 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 UCLAAA; and

WHEREAS, UCLAAA and Bank mutually desire to extend the term of the Agreement and otherwise modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UCLAAA 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. The following definition is hereby added the Agreement:

 "**Eligible Royalties**" means all Royalties that accrue and are payable under Schedule A of the Agreement, as amended by Attachment #1 attached hereto, with the exception of those Royalties that accrue and are payable pursuant to Sections A.4, B.4 and C.4 of Schedule A."
3. The current term of the Agreement is hereby extended to end on September 30, 2016. 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.
4. Notwithstanding Section 3 above, the right to not renew the Agreement pursuant to this Agreement may also be used by Bank to terminate the Deposit Program only or Credit Card Program only as of the end of any current term of the Agreement, with the exception that such non-renewal notice, to be valid and effective, must be received by UCLAAA on or before one hundred twenty (120) days prior to the end of the then current term. For the avoidance of doubt, in the event the Deposit Program or Credit Card Program terminates earlier than the Agreement as provided for immediately above, such terminated program remains subject to the provisions described in the sections referenced in Section 13(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.
5. From the Addendum Effective Date until September 30, 2012, (the "Bank Negotiation Period") UCLAAA agrees that it shall negotiate solely with Bank in good faith to add financial brokerage products (which may include, but are not limited to, investment accounts, individual retirement accounts,

money market accounts, college savings plans and other investment products, such as certificates of deposit, stocks, bonds, mutual funds, annuities and separately managed accounts) (hereafter, collectively the "Brokerage Products") to the Program. During such Bank Negotiation Period, UCLAAA shall not sponsor, advertise, aid, develop, market, solicit proposals for programs offering any Brokerage Products or discuss such with any organization other than Bank. For the purpose of this Agreement, UCLAAA's current affiliation with Fidelity's ScholarShare college savings plan shall not be subject to this paragraph 5.

If at the end of the Bank Negotiation Period, the parties have not reached written agreement to add Brokerage Products to the Program, then UCLAAA is free to negotiate with any entity for the provision of Brokerage Products, subject to the provisions of this Section 5.

Upon receipt by UCLAAA of any final, complete legally binding written offer(s), in any form (each, an "Offer") from any provider of a Brokerage Product or Brokerage Products (the "Provider"), and prior to any acceptance thereof by UCLAAA, UCLAAA shall promptly forward each Offer to Bank. Bank will have ten (10) days from the date of its receipt of such Offer to either (x) agree to provide UCLAAA with Brokerage Product(s) having substantially the same terms as those contained in the Offer, or (y) to decline to do so. If Bank chooses option (x), then UCLAAA shall formally reject the Provider's Offer and promptly enter into an addendum to the Agreement with Bank containing substantially all the terms set forth in the Offer. If Bank chooses to decline, then UCLAAA is free to accept and execute the Offer with the Provider within sixty (60) days of Bank's rejection. UCLAAA agrees that it shall not legally accept any Offer (if otherwise permitted to do so hereunder) until Bank has examined such Offer and made its choice as provided above.

6. Section 7 of the Agreement is hereby deleted from the Agreement in its entirety and replaced with the following new Section 7:

"7. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services."

7. Section 11(d) of the Agreement is hereby deleted from the Agreement in its entirety and replaced with the following new Section 11(d):

"(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by UCLAAA or any UCLAAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination 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 existing Deposit Accounts and Credit Card Accounts and those 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. UCLAAA 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. Schedule A of the Agreement, as amended by Section 14 of that certain Deposit Program Addendum to the Agreement dated August 19, 2009 is hereby deleted from the Agreement in its entirety and replaced with a new Schedule A, as set forth on Attachment #1, attached hereto and incorporated herein by reference.

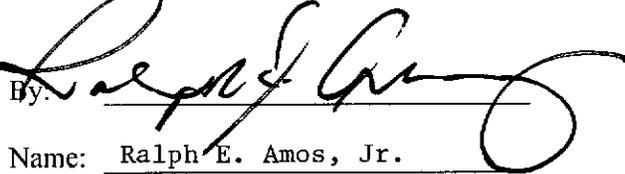
9. Notwithstanding anything in the Agreement to the contrary, as of the Addendum Effective Date, and for the remainder of the current term and any renewal term, Mailing Lists provided pursuant to this Agreement will not contain the names and corresponding information of students of University of California, Los Angeles.

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

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

UCLA ALUMNI ASSOCIATION

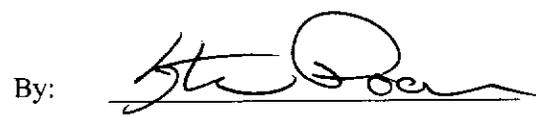
By: 

Name: Ralph E. Amos, Jr.

Title: CEO/Asst. Vice Chancellor

Date: 9/19/2011

FIA CARD SERVICES, N.A.

By: 

Name: Stephen Doan

Title: S.V.P.

Date: 10/4/11

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UCLAAA a Royalty calculated as follows for those accounts with active charging privileges. Bank may create a special class of consumer accounts for UCLAAA employees under the Program, and will not pay compensation for such designated accounts. 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 (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) 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 that: 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 (12) months.
3. 0.0583% (this monthly rate on an annualized basis is 0.70%) of the average monthly outstanding balance on consumer Credit Card Accounts, which average monthly outstanding balance shall be determined by taking the aggregated sum of the (1) outstanding balances on the consumer Credit Card Accounts on the first file maintenance day of each month plus the (2) balances existing on the consumer Credit Card Accounts on the last file maintenance day of each month, and dividing this number by two.
4. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

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 that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$3.00 (three dollars) 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 every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.0583% (this monthly rate on an annualized basis is .70%) of the average monthly outstanding balance on Reward Credit Card Accounts, which average monthly outstanding balance shall be determined by taking the aggregated sum of the (1) outstanding balances on the Reward Credit Card Accounts on the first file maintenance day of each month plus the (2) balances existing on the Reward Credit Card Accounts on the last file maintenance day of each month, and dividing this number by two.
4. \$100.00 (one hundred dollars) for each 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 (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING ACCOUNTS

Emerging 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 Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging 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 Emerging 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 Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$30.00 (thirty dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. DEPOSIT ACCOUNTS

During the term of this Agreement, UCLAAA 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. Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UCLAAA 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 (90th) day from the account opening date.
2. \$2.00 (two 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.

E. ROYALTY ADVANCES

1. Within forty-five (45) days of each October 1 in 2011 and 2012, Bank shall pay to UCLAAA the sum of five hundred fifty thousand dollars (\$550,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below.

Within forty-five (45) days of each October 1 in, 2013, 2014, and 2015, Bank shall pay to UCLAAA an Advance against future Eligible Royalties equal to (1.) seventy-five percent (75%) of the total Eligible Royalties accrued during the last completed Contract Year (with the first such completed Contract Year being October 1, 2010 through September 30, 2011), minus (2.) an amount equal to the remaining portion, if any, of any prior paid Advance which was not subsequently recouped by Bank from Eligible Royalties accrued during such last completed Contract Year (each payment under this Section E.1 hereof is an "Advance"), subject to the provisions set forth below.

All Eligible Royalties accrued during a Contract Year shall, in lieu of direct payment to UCLAAA, be applied against the Advance paid during such Contract Year until such time as such Advance is fully recouped. Any Eligible Royalties accrued thereafter, in each case, shall be paid to UCLAAA as set forth in this Agreement.

Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UCLAAA hereunder, and (y) UCLAAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the last Advance paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (viii) below should occur:

- (i) the Agreement is terminated prior to September 30, 2016;
- (ii) UCLAAA materially breaches any of its obligations under this Agreement and such breach is not cured in accordance with Section 11(a);
- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the updated Mailing List during each Contract Year during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the updated Mailing List during each Contract Year during the term of the Agreement;
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) on at least twenty (20) days occurring during each Contract Year during the term of the Agreement. Pursuant to Section 3(m) of the Agreement, Bank shall comply with all laws applicable to Bank with respect to on-campus promotion campaigns, including without limitation the applicable provisions of the Credit Card Accountability Responsibility and Disclosure Act of 2009;
- (vi) the UCLA Athletic Department enters into, endorses, sponsors, or promotes any credit card/affinity card program with any entity other than Bank;
- (vii) UCLAAA does not use its reasonable efforts to prevent the University, any department of the University, or any other department or entity otherwise wholly controlled by the University, from entering into, endorsing, sponsoring, or promoting any credit card program, charge card program or travel and entertainment credit card program with any entity other than Bank; and/or
- (viii) UCLAAA should exercise its right to terminate the Agreement as set forth in Section 11(g) hereof.

The parties agree provided the Advance for such year is equal to or exceeds one-hundred fifty thousand dollars (\$150,000), that one-hundred fifty thousand dollars (\$150,000) of each annual Advance will be used to fund a joint marketing budget ("Joint Marketing Budget"). If such Advance is less than one hundred fifty thousand dollars (\$150,000), the entire Advance will be used to fund a Joint Marketing Budget. Such Joint Marketing Budget will be used by UCLAAA to provide Bank with on-campus access, athletics access, and other marketing access as agreed to by the parties.

F. ROYALTY GUARANTEE.

UCLAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than one million one hundred thousand dollars (\$1,100,000) (the "Guarantee Amount") by the end of the current term of the Agreement, subject to the provisions set forth below. If by the end of the current term of the Agreement, UCLAA has not accrued \$1,100,000 in Eligible Royalties, Bank will pay UCLAAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UCLAAA 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 E.1., above.