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UNIVERSITY OF CALIFORNIA - IRVINE AMENDED AND RESTATED AGREEMENT

This Agreement is entered into on this 9th day of August, 1994 by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and UNIVERSITY OF CALIFORNIA-IRVINE ALUMNI ASSOCIATION, a non-profit corporation having its principal place of business in Irvine, California (hereinafter referred to as "UCIAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means July 14, 1997 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, deposit services, ~~and long distance calling card services~~ *aug 9-94* *NP*
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means alumni members of University of California-Irvine, and student members of the university, plus other participants mutually agreed to by UCIAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, service mark, trade dress, trade name, or trademark presently used or acquired by UCIAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate UCIAA with Royalties generated thereby, and UCIAA agrees to exclusively endorse the Program and provide MBNA the existing and new Financial Services to Members.

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3. RIGHTS AND RESPONSIBILITIES OF UCIAA

(a) UCIAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. UCIAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential members in relation to or for promoting any other Financial Services. UCIAA further agrees that during the term of this Agreement, no UCIAA publication shall carry advertisements for any other Financial Services.

(b) UCIAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) UCIAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either UCIAA's Trademark or the endorsement of UCIAA, which shall not be unreasonably withheld or delayed.

(d) UCIAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UCIAA.

(e) UCIAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UCIAA.

(f) UCIAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UCIAA hereby grants MBNA America a limited, non-exclusive license to use its 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 of any successor corporation or organization as well as any Trademarks used or acquired by UCIAA during the term of this Agreement. Nothing stated in this Agreement prohibits UCIAA from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.

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

4. 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 approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of UCIAA.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of UCIAA. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by UCIAA.

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

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to UCIAA all Royalties set forth in Schedule A and Schedule B, attached and incorporated herein. UCIAA shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

UCIAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by UCIAA or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustment to the terms and features of the MBNA America Program. MBNA America shall inform UCIAA prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and UCIAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and UCIAA shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provision of this Section 8.

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a three (3) year period beginning July 15, 1994 until July 14, 1997. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of July 1, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by UCIAA to the Members. Upon termination or expiration of this Agreement, UCIAA shall not take action with MBNA America or any other person to cause the removal of UCIAA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach or default of this Agreement by MBNA America or UCIAA, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or UCIAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not

constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, 9(c) shall survive any termination or expiration of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to UCIAA:

UNIVERSITY OF CALIFORNIA-IRVINE
Phineas Banning Alumni House
Irving, California 92717

ATTENTION: Mr. James Stofan
Executive Director

(ii) If to MBNA America:

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

ATTENTION: Mr. Richard K. Struthers
Senior Executive Vice President

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

If UCIAA is providing MBNA America with notice pursuant to Section 9(a) herein, UCIAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, UCIAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of UCIAA. MBNA may utilize the services of any third party in fulfilling its obligations under this Agreement.

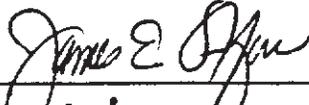
(h) It is agreed and understood that MBNA America and UCIAA are not agents, representatives or employees of each other.

(i) UCIAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, UCIAA agrees that it shall not conduct itself in a manner which may impinge on these assets. In the event MBNA America determines that UCIAA does not so conduct itself, MBNA America may immediately terminate this Agreement.

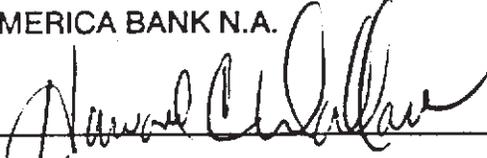
(j) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than UCIAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

UNIVERSITY OF CALIFORNIA - IRVINE

By: 
Name: JAMES E. STEFAN
Title: EX. DIRECTOR

MBNA AMERICA BANK N.A.

By: 
Name: Howard C. Wallace
Title: Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS FOR ALUMNI MEMBERS

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- o There is NO Annual Fee for Alumni Members.

The current Annual Percentage Rate for Alumni Members will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts there may be an additional margin applied on account of the Customer's delinquency.

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

B. CREDIT CARD ACCOUNTS FOR STUDENT MEMBERS

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- o There is NO Annual Fee for the first year for Student Members.
- o The Annual Fee when applied is: \$20.00 Preferred Credit Card Account.

The current Annual Percentage Rate for Student Members will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts there may be an additional margin applied on account of the Customer's delinquency.

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

C. GOLD RESERVE ACCOUNTS

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

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1. There is NO Annual fee for the first six (6) months.
2. The annual fee for the second six (6) months, when applied, is \$7.50.
3. Thereafter the annual fee, when applied, is \$15.00
4. The current annual percentage rate is 16.9%.

D. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 15.9%.

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II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay UCIAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS FOR ALUMNI MEMBERS

- o \$1.00 for every new Credit Card Account opened by a Customer of UCIAA, which remains open for at least ninety (90) days.
- o \$1.00 each full twelve (12) month period that a Credit Card Account is renewed and an Annual Fee is paid by a Customer, or if no Annual Fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account that remains open and active for a twelve (12) month period following the opening date of the Credit Card Account or the date such royalty last accrued.
- o .50 of 1% of all retail purchase transactions made by Customers (net refunds and returns and unauthorized transactions).

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

B. CREDIT CARD ACCOUNTS FOR STUDENT MEMBERS

- o \$1.00 for every new Credit Card Account opened by a Customer of UCIAA, which remains open for at least ninety (90) days.
- o \$1.00 each full twelve (12) month period that a Credit Card Account is renewed and an Annual Fee is paid by a Customer, or if no Annual Fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account that remains open and active for a twelve (12) month period following the opening date of the Credit Card Account or the date such royalty last accrued.
- o .40 of 1% of all retail purchase transactions made by Customers (net refunds and returns and unauthorized transactions).

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

C. ROYALTY GUARANTEE

UCIAA shall be guaranteed royalties of \$150,000 (one hundred and fifty thousand dollars) during the three years of the Agreement from July 15, 1994 until July 14, 1997 payable on or before July 14, 1997 if not previously earned, based on the following conditions:

- o A three (3) year Agreement is signed.
- o MBNA America is guaranteed a minimum of two (2) direct mail campaigns and two (2) telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement.
- o Direct Promotions will be given the ability to promote the credit card program "on campus" at major events as well as "ongoing" through tabling and postering.
- o UCIAA must endorse the Financial Services as defined in this Agreement, in conjunction with the Program during the term of this Agreement.

D. ROYALTY ADVANCE

Upon execution of this Agreement, MBNA America agrees to make a payment to UCIAA of \$50,000 (fifty thousand dollars) as an advance on future royalties as outlined above.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. ~~\$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.~~
2. ~~\$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer.~~
3. ~~0.25% (one fourth of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).~~

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

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D. DEPOSIT ACCOUNTS

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

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

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

**ADDENDUM TO
THE UNIVERSITY OF CALIFORNIA AT IRVINE
ALUMNI ASSOCIATION AGREEMENT**

This Addendum, including Exhibit 1, (the "Addendum") is entered into this 24th day of October, 1995 by and between The University of California at Irvine Alumni Association ("UCIAA") and MBNA America Bank, N.A., a national banking association ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCIAA and MBNA America entered into a second amended and restated agreement, dated August 9, 1994 (the "Agreement"); and

WHEREAS, UCIAA and MBNA America are parties to an affinity agreement wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UCIAA; and

WHEREAS, UCIAA and MBNA America wish to amend the Agreement to modify certain pricing and Royalty provisions; and

WHEREAS, UCIAA and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of the Program, under the Agreement;

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

1. Capitalized terms used herein but not defined herein are used as defined in the Agreement.
2. The provisions of Section I of Schedule A of the Agreement and subsections A and B of Section II of Schedule A of the Agreement are hereby replaced in their entirety with the attached Exhibit 1.
3. When used in this Addendum or in the Agreement, the term "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
4. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby UCIAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
5. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which UCIAA complies with the GIP provisions of this Addendum.
6. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UCIAA pursuant to any GIP. In that regard, UCIAA shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UCIAA to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

7. All marketing materials generated as a result of such GIP programs shall be coded by UCIAA for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.

8. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by UCIAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

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

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

11. During the term of the Agreement, MBNA America will pay UCIAA a royalty for those credit card accounts opened pursuant to a GIP program as set forth in Section II.B. of the attached Exhibit 1.

12. 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. 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.

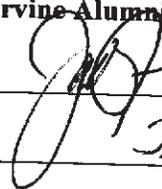
IN WITNESS WHEREOF, each party hereto, by its representative, has executed and delivered this Addendum as of the date indicated above, and such party and its representatives warrant that such representative has been duly authorized to execute and deliver this Addendum for and on behalf of such party.

University of California
Irvine Alumni Association

By:

Name:

Title:



JAMES E. STEFAN
EXECUTIVE DIRECTOR

MBNA America Bank, N.A.

By:

Name:

Title:



David C. Harris
Exec. V. P.

EXHIBIT 1

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

1. There is No Annual Fee.
2. The current Annual Percentage Rate for Alumni Members will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current Annual Percentage Rate for Student Members will be a variable rate of prime plus 9.9%. For variable rate accounts there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 19.90%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay UCIAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America.

A. CREDIT CARD ACCOUNTS

1. \$12.00 (twelve dollars) for each new Credit Card Account (both Gold and Standard) opened, which remains for at least ninety (90) consecutive days.
2. \$13.00 (thirteen dollars) for each Gold 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 Gold Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$12.50 (twelve dollars and fifty cents) for each Standard 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 Standard Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

B. GIP ACCOUNTS

1. \$25.00 (twenty-five dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$20.00 (twenty dollars) for every Standard GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

Payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 15th day of March, 1996, by and between The University of California at Irvine Alumni Association, ("UCIAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, UCIAA and MBNA America mutually desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UCIAA 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 Original Agreement. This Addendum and the Original Agreement are collectively hereinafter referred to as the "Agreement."
2. Notwithstanding anything to the contrary in the Agreement, including Section 9(a), the initial term of this Agreement shall be extended through March 14, 2001, so that the initial term of the Agreement will end on March 14 2001, in lieu of July 14, 1997. This Agreement will renew after March 14, 2001, in accordance with the second and third sentences in Section 9(a).
3. (a) Within thirty (30) days following the full execution of this Agreement, MBNA America shall pay to UCIAA the sum of two hundred fifty thousand dollars (\$250,000.00) minus the amount of the fifty thousand dollar (\$50,000.00) advance previously made by MBNA America to UCIAA, pursuant to Section D of Schedule A, II of the Agreement, that has not been recouped by MBNA America (the "Advance"), as an advance against Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UCIAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UCIAA as set forth in the Agreement. Notwithstanding the foregoing, UCIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:
 - (i) the Agreement is terminated prior to the end of the initial term as stated in this Addendum;
 - (ii) UCIAA breaches any of its obligations under the Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the initial term of the Agreement;
 - (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the initial term of the Agreement; and

(v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and posting) at major events during each consecutive twelve month period during the initial term of the Agreement.

(b) UCIAA shall be guaranteed to accrue Royalties (including the amount of the Advance) equal to or greater than five hundred thousand dollars (\$500,000.00) (the "Guarantee Amount") by ~~the~~ ^{BETWEEN} the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the ~~the~~ ^{JULY 1-1996 AND} last day of the full initial term of this Agreement UCIAA has not accrued \$500,000 in Royalties, ^{JUNE 30, 2001} MBNA America will pay UCIAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UCIAA during the initial term of this Agreement and the amount of any unrecovered Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection 3(a) above.

J
3/1/96
[Signature]

4. Promptly after the complete execution of this Agreement, MBNA America will pay UCIAA a sum of twenty five thousand dollars (\$25,000.00). Such amount is a signing bonus and shall not be counted as an advance or as contributing toward the Guarantee Amount.

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

6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument.

7. The Agreement 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 and delivered this Addendum as of the date indicated above, and such party and its representative warrant that such representative has been duly authorized to execute and deliver this Addendum for and on behalf of such party.

UNIVERSITY OF CALIFORNIA-IRVINE
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: [Signature]
Name: JAMES STANLEY
Title: Executive Director

By: [Signature]
Name: WILLIAM P. FERRARO
Title: SEVP

**CUSTOMER LIST ADDENDUM
TO THE UNIVERSITY OF CALIFORNIA AT IRVINE ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 22 day of January, 1996 by and between The University of California at Irvine Alumni Association ("UCIAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

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

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Upon the request of UCIAA, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). UCIAA shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.
3. Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. UCIAA shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, UCIAA warrants that UCIAA and all its employees, volunteers, agents and/or representatives of UCIAA who work with any Customer List shall be made aware of the obligations contained in this Addendum and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. UCIAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.
4. Because the nature of each Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by UCIAA or its employees, volunteers, agents,

and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each name, address or other type or category of information used in violation of this Addendum, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach. In addition, UCIAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UCIAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement.

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

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

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

THE UNIVERSITY OF CALIFORNIA AT
IRVINE ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



MBNA Marketing Systems, Inc.
 44 Montgomery Street
 Suite 4100
 San Francisco, California 94104

(415) 835-6262
 (800) 585-4956
 (415) 835-6200 Fax

June 27, 1997

Mr. James Stofan
 Executive Director
 University of California - Irvine Alumni Association
 Phineas Banning Alumni House
 Irvine, California 92717

Re: The MBNA America Bank, N. A. ("MBNA") and University of California - Irvine Alumni Association ("UCIAA") Affinity Agreement, as amended (the "Agreement") and the Additional Two Hundred Fifty Thousand Dollars Advance

Dear James:

MBNA shall pay UCIAA Two Hundred Fifty Thousand Dollars (\$250,000.00) as an additional advance against Royalties subject to the same terms and conditions that are set forth for the first Two Hundred Fifty Thousand Dollar (\$250,000.00) advance (the "First Advance") in Section Three of the March 15, 1996, Addendum. This advance, in addition to the First Advance, shall be applied against the Five Hundred Thousand Dollar (\$500,000.00) Royalty Guarantee set forth in the March 15, 1996 Addendum in the same manner as the First Advance is applied against the Royalty Guarantee.

Except as amended by this Letter, 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 Letter and the Agreement shall be governed by this Letter. This Letter 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 Letter, 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.

To acknowledge your agreement with the above, please countersign both copies of this letter where indicated below and return them to me for execution by MBNA.

Sincerely,

Gina Berkley
 Vice President

Accepted and agreed to:
 University of California - Irvine Alumni Association

By:
 Name: JAMES E. STOFAN
 Title: EXECUTIVE DIRECTOR

MBNA America Bank, N.A.
 By:
 Name: JOHN C. RICHMOND
 Title: Sr. Ex. V.P.

**PLUS MILES ADDENDUM
TO THE UNIVERSITY OF CALIFORNIA-IRVINE ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this August day of June, 1997 by and between University of California-Irvine Alumni Association ("UCIAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

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

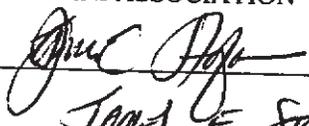
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now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

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

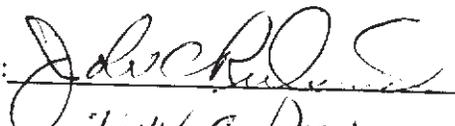
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

UNIVERSITY OF CALIFORNIA-IRVINE
ALUMNI ASSOCIATION

By: 
Name: JAMES E JORDAN
Title: EX. DIRECTOR

MBNA AMERICA BANK, N.A.

By: 
Name: JOHN C RICHARDSON
Title: SR. EX. V.P.

Attachment #1

I. Plus Miles Brief Product Description

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

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

II. Plus Miles Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
- B. \$17.00 (seventeen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 15th day of March, 2001 (the "Effective Date"), by and between the University of California - Irvine Alumni Association ("UCIAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UCIAA and MBNA America are parties to an affinity agreement dated August 9, 1994, as the same may have been amended by addenda dated October 24, 1995, January 22, 1996, March 15, 1996, June 27, 1997, and August 6, 1997 (collectively the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UCIAA; and

WHEREAS, UCIAA and MBNA America mutually desire to extend the term of the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The term of the Agreement is hereby extended beginning on the Effective Date and continuing through June 30, 2006 (the "Current Term"). Thereafter, the Agreement shall automatically extend at the end of the Current Term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Beginning on the effective date and throughout the term of the Agreement, MBNA America shall pay royalties to UCIAA as described in the attached Schedule A for consumer Credit Card Accounts. The royalties described in Schedule A do not modify any royalties to be paid for Plus Miles Credit Card Accounts or for GIP Accounts.
4. UCIAA shall be guaranteed to accrue Royalties equal to or greater than five-hundred thousand dollars (\$500,000) (the "Guarantee Amount") during the Current Term of the Agreement, subject to the provisions set forth below. If on the last day of the Current Term of this Agreement UCIAA has not accrued the Guarantee Amount in Royalties, MBNA America will pay UCIAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UCIAA during the Current Term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the continued satisfaction of each of the following conditions:
 - (a) this Agreement shall not be terminated prior to the end of the Current Term as stated in this Addendum as of the Effective Date;
 - (b) UCIAA shall not breach the Agreement or this Addendum;

(c) MBNA America shall not be prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the Current Term of the Agreement;

(d) MBNA America shall not be prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the Current Term of the Agreement; and

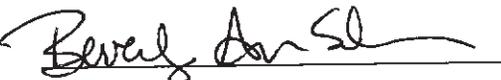
(e) MBNA America shall not be prohibited from conducting on-campus promotion campaigns at major events during each consecutive twelve month period during the Current Term of the Agreement to the extent permitted by applicable law.

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

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

THE UNIVERSITY OF CALIFORNIA
- IRVINE ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Beverly Ann Sandeen

Name: Michael Durrah

Title: Executive Director

Title: Senior Executive Vice

Date: October 17, 2000

Date: November 1, 2000

(in advance of March 15,
2001)

SCHEDULE A

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

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.25% (one quarter of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using a consumer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions).

ADDENDUM TO THE UCIAA
ALUMNI ASSOCIATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of July, 2006, by and between UNIVERSITY OF CALIFORNIA – IRVINE ALUMNI ASSOCIATION ("UCIAA") and FIA CARD SERVICES, N. A. f/k/a MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCIAA and Bank are parties to the amended and restated agreement dated June 30, 1996 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 UCIAA; and

WHEREAS, UCIAA and Bank mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein to add the product defined below as another aspect of UCIAA's program, (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UCIAA 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 current term of the Agreement is hereby extended to end on June 30, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. When used in this Addendum, the term "Reward GIP Account" means a customer Reward Credit Card Account opened pursuant to a GIP in which UCIAA and the University comply with the GIP provisions of the Agreement.
4. Schedule A of the Term Extension Addendum dated as of March 15, 2001 is deleted in its entirety and replaced with the following:

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

CREDIT CARD ACCOUNT

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$1.00 (one dollar) for each Credit Card Account (except Reward accounts) 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 such Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (half of one percent) of the retail purchase transaction dollar volume generated by Customers using a Credit Card Account opened pursuant to a alumni application ("Alumni Credit Card Account") excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. 0.40% (forty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using a Credit Card Account opened pursuant to a student application ("Student Credit Card Account") excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
5. Effective as of July 1, 2006 and continuing through June 30, 2007 the Royalty shall be:
 - 0.25% (twenty-five one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
6. Effective as of July 1, 2007 and continuing through June 30, 2008 the Royalty shall be:
 - 0.10% (ten one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
7. Effective as of July 1, 2008 and continuing through June 30, 2013 the Royalty shall be:
 - 0% (zero) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

5. Section 3 of the Amended and Restated Agreement dated as of August 9, 1994 should be amended to include the following:

(h) Without limitation of the generality of any other representation or warranty contained herein, Alumni Association represents and warrants to Bank as of the date hereof and throughout the term of this Agreement, that each Mailing List provided to Bank shall have been produced in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations of the State of California.

6. Attachment #1 of the Plus Miles Addendum dated as of August 6, 1997 is deleted in its entirety and replaced with the following:

REWARD CREDIT CARD ACCOUNT

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one-hundredths of one percent) of all the retail purchase transaction dollar volume generated by Customers using a Credit Card Account opened pursuant to a alumni application ("Alumni Credit Card Account") excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

7. EXHIBIT 1 Section II B of the Addendum to The University of California At Irvine Alumni Association Agreement dated as of October 24, 1995 is deleted in its entirety and replaced with the following:

B. GIP ACCOUNTS

1. \$40.00 (forty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
 2. \$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.
8. UCIAA shall be guaranteed to accrue Royalties equal to or greater than \$1,050,000 dollars (one million-fifty thousand dollars) (the "Guarantee Amount") by the end of the full initial term of the

Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UCIAA has not accrued \$1,050,000 in Royalties, Bank will pay UCIAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UCIAA during the initial term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the continued satisfaction of each of the following conditions:

- (a) this Agreement shall not be terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (b) UCIAA shall not breach this Agreement;
- (c) Bank is not prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement (*e.g.*, due to the expiration, amendment or repeal of the California law commonly known as "S.B. 569" or any other law or regulation which, prior to such expiration, amendment or repeal, permitted the Alumni Association to legally provide the Mailing List(s) to Bank, and/or permitted Bank to legally accept and use such Mailing Lists for direct mail Program marketing);
- (d) Bank not is prohibited from conducting on-campus promotion campaigns (*e.g.*, tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement; and
- (e) UCIAA and any office or department of, or affiliated or associated with, the University of California Irvine, including but not limited to the athletic department and the office of student affairs of the University of California Irvine shall not endorse, sponsor or promote any Financial Service Product with any entity other than Bank.

9. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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. 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. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

**UNIVERSITY OF CALIFORNIA -IRVINE
ALUMNI ASSOCIATION**

By: Jorge Ancona
Name: Jorge Ancona
Title: Executive Director
Date: Sept. 6, 2006

FIA CARD SERVICES, N. A.

By: Jake Prego
Name: Jake Prego
Title: SVP
Date: 10/2/06

**DEPOSIT PROGRAM ADDENDUM
TO THE UNIVERSITY OF CALIFORNIA – IRVINE ALUMNI ASSOCIATION
AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 11 day of March, 2008, (the "Addendum Effective Date"), by and between UNIVERSITY OF CALIFORNIA – IRVINE ALUMNI ASSOCIATION ("UCIAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCIAA and Bank are parties to that certain Amended and Restated Agreement dated as of August 9, 1994, 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 UCIAA; and,

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by UCIAA under the Agreement.
3. Certain Financial Services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time

in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. UCIAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. UCIAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of UCIAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, UCIAA will receive the royalties set forth below in consideration for UCIAA's participation in the Deposits Program. Deposit Account royalties will not be paid to UCIAA on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.
 - (a) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (c) \$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 day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (d) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit

adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

6. The royalties for Deposits set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, all Royalties that Bank pays to UCIAA pursuant to Sections 5(c) and 5(d) of this Addendum shall be in addition to any Guarantee Amount that UCIAA is eligible to receive under the Agreement. Notwithstanding the foregoing, Bank shall apply all Royalties that Bank pays to UCIAA pursuant to Sections 5(a) and 5(b) of this Addendum toward the accrual of Royalties under the Agreement for purposes of calculating the difference between the Guarantee Amount and the sum of all compensation accrued by UCIAA during the initial term of the Agreement, pursuant to and in accordance with Section 8 of that certain Addendum to the Agreement dated July 1, 2006.
7. Notwithstanding anything contained in the Agreement to the contrary, UCIAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UCIAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless UCIAA consents to Bank's use of the Mailing Lists for such purposes. "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.
8. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.

9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and UCIAA shall not take any action to cause the removal of, UCIAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UCIAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by UCIAA.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
11. For a one (1) year period following the termination of the Program for any reason, UCIAA agrees that neither UCIAA nor any UCIAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of Financial Services, as amended by this addendum including those products and services added by this addendum. Notwithstanding the foregoing, UCIAA may, after the expiration or earlier termination of the Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program, debit card and/or deposits program endorsed by UCIAA 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 no such persons are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.
12. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the 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.

UNIVERSITY OF CALIFORNIA -
IRVINE ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Jorge Ancona

By:

[Signature]

Name: Jorge Ancona

Name:

David Booth

Title: Executive Director

Title:

SUP

Date: March 11, 2008

Date:

4 8.08

Via Overnight Delivery

September 8, 2010

Mr. James Stofan
Executive Director
University of California-Irvine
Phineas Banning Alumni House
Irvine, California 92717

Re: The Amended and Restated Affinity Agreement by and between University of California – Irvine Alumni Association and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) (“FIA”), dated as of August 9, 1994, as the same has been amended, including without limitation, by that certain Deposit Program Addendum entered into as of March 11, 2008 (the “Deposit Program Addendum”, and collectively with all other addenda, the “Agreement”).

Dear Mr. Stofan:

I am writing to inform you that following a comprehensive review of the University of California-Irvine Alumni Association Deposits Program, FIA has decided to terminate the Deposit Program Addendum.

This letter serves as FIA’s written notice of termination of the Deposit Program Addendum, as required by Section 8 of the Deposit Program Addendum.

The Deposit Program Addendum will terminate on March 10, 2011.

We have appreciated your endorsement.

Sincerely,



Adriane Tate
Vice President
FIA Card Services, N.A.

C: Mr. Jorge Ancona
Assistant Vice Chancellor, Alumni Relations
University of California-Irvine Alumni Association
Phineas Banning Alumni House
Irvine, CA 92697