

**UNIVERSITY OF CALIFORNIA-RIVERSIDE ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Agreement is entered into as of this 18th day of November, 2004, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and UNIVERSITY OF CALIFORNIA - RIVERSIDE ALUMNI ASSOCIATION, having its principal place of business in Riverside, California ("UCRAA") for themselves, and their respective successors and assigns.

WHEREAS, UCRAA and MBNA America are parties to an amended and restated affinity agreement dated November 18, 1998 (the "Original Agreement"); and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C and Attachment #1.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means: (i) an undergraduate or graduate student of University of California - Riverside (each a "Student Member"); and (ii) alumni of University of California - Riverside, a member of the UCRAA, friends, faculty, staff, and parents of University of California - Riverside, fans of the University of California - Riverside, and/or other potential participants mutually agreed to by UCRAA and MBNA America (each an "Alumni Member").

- (g) "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.
- (h) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
- (i) "Royalties" means the compensation set forth in Schedule B.
- (j) "Trademarks" means the UCRAA Trademarks and the University Trademarks.
- (k) "UCRAA Affiliate" means any entity controlling, controlled by or under common control with the UCRAA.
- (l) "UCRAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UCRAA or any UCRAA Affiliate during the term of this Agreement.
- (m) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University of California-Riverside for which UCRAA approves for use by MBNA America in connection with the Program .

2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION

- (a) The UCRAA agrees that during the term of this Agreement it shall, endorse the Program exclusively and that UCRAA and any UCRAA Affiliate shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, UCRAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UCRAA of said financial institution or the advertised Financial Service Product.
- (b) UCRAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) UCRAA authorizes MBNA America to solicit its Members, including but not limited to the following marketing channels, direct promotion, advertisements, and internet banners for participation in the Program.
- (d) UCRAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UCRAA's Trademark; such approval shall not

be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due UCRAA. In the event such costs exceed Royalties then due UCRAA, UCRAA shall promptly reimburse MBNA America for all such costs.

(e) UCRAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UCRAA. Notwithstanding the above, UCRAA 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 UCRAA. Any correspondence received by UCRAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(f) UCRAA 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. UCRAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after UCRAA's execution of this Agreement. Nothing stated in this Agreement prohibits UCRAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(g) UCRAA shall, provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of UCRAA to MBNA America.

(h) In the event the law in California changes to allow UCRAA to provide its Mailing Lists to third parties for purposes such as, but not limited to commercial gain, and in MBNA America's and UCRAA's reasonable opinions UCRAA is no longer prohibited or prevented by California law from providing, distributing, giving away, bartering, lending, renting, sending, selling or otherwise disclosing a Mailing List to MBNA America, then upon the request of MBNA America, UCRAA shall provide MBNA America with Mailing Lists free of any charge; provided, however, that UCRAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UCRAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by UCRAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UCRAA. For a period of six (6) months after the effective date of the change to the California law referenced above, MBNA America and UCRAA agree to negotiate in good faith to determine the value, if any, of UCRAA providing Mailing Lists to MBNA America for the purpose of marketing the Program

during the remaining term of the Agreement. All other terms and compensation schedules will remain intact.

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 UCRAA.
- (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 UCRAA.
- (e) 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. UCRAA shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of UCRAA for such gifts or premiums. UCRAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to UCRAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to UCRAA.

4. REPRESENTATIONS AND WARRANTIES

- (a) UCRAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited

by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

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

(b) UCRAA 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 UCRAA Trademarks and to sublicense the University Trademarks to MBNA America for use as contemplated by this Agreement. UCRAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, 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) (provided pursuant to Section 2(h)) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

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

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

6. PROGRAM ADJUSTMENTS

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

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and UCRAA shall be

permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority; provided that UCRAA immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on October 31, 2009. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term or any renewal term MBNA America has not fully recouped any payments previously made to UCRAA which are subject to recoupment under this Agreement ("Recoupable Payments"), this Agreement shall not terminate at the end of such term, but shall automatically renew for successive two-year periods until MBNA America has fully recouped all Recoupable Payments. At the end of the two year period in which MBNA America recoups all Recoupable Payments, this Agreement will renew in accordance with the second sentence in this Section 8.

9. 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.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UCRAA, 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 UCRAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such

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termination it will not claim any right, title, or interest in or to the Trademarks 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 UCRAA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UCRAA shall not attempt to cause the removal of UCRAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

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

(f) For a one (1) year period following the termination of this Agreement for any reason, UCRAA agrees that neither UCRAA nor any UCRAA 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, UCRAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UCRAA 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 MBNA America, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

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

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

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

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

(1) If to UCRAA:

UNIVERSITY OF CALIFORNIA - RIVERSIDE ALUMNI ASSOCIATION
100 A Highlander Hall
Riverside, California 92521

ATTENTION: Mr. Kyle D. Hoffman,
Assistant Vice Chancellor for Alumni and Constituent Relations

Fax #: (951) 827-~~XXXX~~3186

(2) If to MBNA America:

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

ATTENTION: Director of National Sales

Fax #: (302) 432- 1300

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. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and UCRAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

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

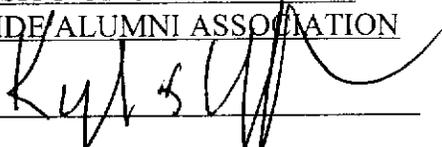
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

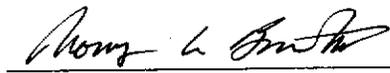
UNIVERSITY OF CALIFORNIA -
RIVERSIDE ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A

By: _____



By: _____



Name: _____

KYLE D. HOFFMAN

Name: _____

Thomas W. Brooks

Title: _____

Executive Director

Title: _____

Senior EVP

Date: _____

November 18, 2004

Date: _____

Dec 6, 2004



SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is no annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. For Student Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. REWARD ENHANCEMENT

"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.

1. There is no annual fee.
2. The current annual percentage rate is a variable rate of prime plus 7.40%. There may be an additional margin applied on account of the customer's delinquency.
3. The Reward Enhancement may be marketed under another name (e.g., World Points) as determined by MBNA America from time to time, in its sole discretion.

C. 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.
2. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
3. The customer may request more checks from MBNA America on a periodic basis.

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 made pursuant to the Program.

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

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UCRAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for UCRAA employees under the Program, and will not pay compensation for such designated accounts. 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. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$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. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each Gold Reserve Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Reserve Account, and/or of any twelfth month thereafter.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each Gold Option Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Option Account, and/or of any twelfth month thereafter.

E. 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-thousandths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average MMDA Deposits.
2. 0.05% (five one-thousandths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. ROYALTY ADVANCE

1. Within forty five (45) days after each of: (i) the full execution of this Agreement; and (ii) each of November 1, 2005, November 1, 2006, November 1, 2007, and November 1, 2008, MBNA America shall pay to UCRAA the sum of One Hundred Twenty Thousand Dollars (\$120,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UCRAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UCRAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UCRAA hereunder, and (y) UCRAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) the Agreement terminates and the amount of the Advances have not been fully recouped by MBNA America;
- (ii) UCRAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events, including but not limited to those events listed on Attachment #1, during each consecutive twelve month period during the term of the Agreement; and
- (iv) UCRAA endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

ATTACHMENT #1

PROMOTIONAL OPPORTUNITIES

UCRAA shall to provide the following to MBNA America at no additional cost:

- (a) Necessary access, during each year of this Agreement, for MBNA to conduct direct promotion events for the Program at all UCRAA events. UCRAA shall use its best efforts to cause the University of California - Riverside to provide to MBNA America, at no additional cost, necessary access, during each year of this Agreement to conduct direct promotion events for the Program at mutually agreed upon athletic and on campus events.
- (b) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the facility holding the event. The Locations shall be at prominent locations and will be mutually agreed upon by UCRAA and MBNA America.
- (c) Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (d) Four (4) parking permits/passes for each game/event at which MBNA America will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (f) MBNA America shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the event.
- (g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and UCRAA and both parties agree to be reasonable.
- (h) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items.

**ADDENDUM TO THE UNIVERSITY OF CALIFORNIA-RIVERSIDE
ALUMNI ASSOCIATION AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of October, 2006 (the "Addendum Effective Date") by and between University of California-Riverside Alumni Association ("UCRAA"), and FIA Card Services, NA. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCRAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of November 18, 2004, as the same may have 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 UCRAA; and

WHEREAS, UCRAA and Bank mutually desire to extend the term of the Agreement and to otherwise amend the Agreement;

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

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

2. Section 1 of the Agreement is hereby amended to include the following definitions:

"Alumni GIP Account" means an Alumni Credit Card Account opened pursuant to a GIP in which UCRAA complies with the GIP provisions of this Agreement.

"Alumni Reward GIP Account" means a consumer Reward Credit Card Account opened through an application coded by Bank as an alumni application and opened pursuant to a GIP in which UCRAA complies with the GIP provisions of the Agreement.

"Eligible Royalties" mean all Royalties that accrue and are payable under the Agreement, except for Royalties that accrue and are payable pursuant to any GIP.

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

"University" means University of California - Riverside and any office or department of, or affiliated or associated with, the University of California - Riverside, including but not limited to the athletic department and the office of student affairs of the University of California - Riverside.

3. The definition of **"Member"** is hereby amended by deleting Subsection (i) in its entirety.

4. The current term of the Agreement is hereby extended to end on December 31, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or

renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

5. Section 2(c) of the Agreement is hereby amended to read in its entirety as follows:

“(c) UCRAA authorizes Bank to solicit Members by mail, direct promotion, internet, e-mail, advertisements, or at banking centers for participation in the Program.”

6. Section 2(h) of the Agreement is hereby amended to read in its entirety as follows:

“(h) UCRAA agrees to provide the Mailing List to Bank upon Bank’s request free of any charge; provided, however, that UCRAA will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UCRAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UCRAA or its agents for a Mailing List, Bank may deduct such costs from Royalties due UCRAA. Bank shall use each Mailing List for one (1) marketing campaign only and shall not reuse the Mailing List for additional campaigns unless otherwise agreed to by UCRAA. Unless prohibited by applicable law or regulation, Bank will destroy the prior Mailing List immediately upon receipt of a replacement Mailing List, including any copies of such Mailing List in printed, electronic, or any other form. The Bank agrees not to sell, trade, transfer or otherwise provide the Mailing List to any other party; provided, however, that Bank may provide the Mailing List to a third party or affiliate in connection with the fulfillment of Bank’s obligations under this Agreement. UCRAA will provide the first Mailing List as soon as possible but no later than thirty days after UCRAA’s execution of this Addendum.”

7. The Agreement is hereby amended by adding a new Section 2(i) to read in its entirety as follows:

“(i) UCRAA will permit Bank to advertise the Program on its home page and at other prominent locations within the internet site(s) of UCRAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such hyperlink will entitle UCRAA to the GIP compensation set forth in Schedule B, as amended, subject to the other terms and conditions of this Agreement. UCRAA will modify or remove such advertisements within twenty-four hours of Bank’s request. UCRAA will provide Bank with the ability to access any and all pages within the UCRAA internet site(s), including without limitation any “members only” or other restricted access pages.”

8. The Agreement is hereby amended by adding a new Section 3(f) to read in its entirety as follows:

“(f) Bank will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not permit those entities handling these Mailing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and will remain the sole property of UCRAA. However, Bank may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and will not

be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by UCRAA.”

9. Section 4(b) of the Agreement is hereby amended to read in its entirety as follows:

“(b) UCRAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the UCRAA Trademarks and to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. UCRAA will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank’s reasonable and actual costs in connection therewith (including attorneys’ fees), arising from the Trademark license granted herein or from Bank’s use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program. Each party will promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.”

10. Section 4 of the Agreement is hereby amended to include the following as a new Subsection (c):

“(c) Without limitation of the generality of any other representation or warranty contained herein, UCRAA represents and warrants to Bank as of the Effective Date 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.”

11. The Agreement is hereby amended by adding the following new Section 12:

“12. GROUP INCENTIVE PROGRAM

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

- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UCRAA pursuant to any GIP will be deducted from any or all Royalty payments due UCRAA under this Agreement.
- (e) UCRAA will comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP."

12. Bank shall no longer be obligated to pay UCRAA the Advances scheduled to be paid on or about November 1, 2006, November 1, 2007 and November 1, 2008, respectively, pursuant to Section F.1 of Schedule B of this Agreement. Bank shall continue to apply Royalties accrued under the Agreement against all Advances paid to UCRAA prior to November 1, 2006 until such time as all such Advances are fully recouped or December 31, 2006, whichever occurs first. If Bank fully recoups such Advances prior to December 31, 2006 then any Royalties accrued from the time that Bank recoups such Advances up to and including December 31, 2006 shall be paid to UCRAA as set forth in the Agreement.

13. Effective January 1, 2007, Section F of Schedule B of the Agreement is hereby deleted in its entirety and replaced with the following new Section F:

"F. ROYALTY ADVANCE

- 1. Within forty-five (45) days after each of the following dates, Bank shall pay UCRAA the following corresponding amounts:

<u>Date</u>	<u>Advance Amount</u>
January 1, 2007	\$160,000
January 1, 2008	\$160,000
January 1, 2009	\$160,000
January 1, 2010	\$160,000
January 1, 2011	\$160,000

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

- (i) the Agreement is terminated prior to December 31, 2011;
- (ii) UCRAA breaches any of its obligations under this Agreement;

- (iii) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events, including but not limited to those events listed on Attachment #1 of the Agreement, during each consecutive twelve month period during the term of the Agreement;
 - (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement (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 UCRAA 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); or
 - (v) University: (i) sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any entity (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; or (iii) sells, rents or otherwise makes available or allows 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 Bank.
2. If during any given year(s) during the term of this Agreement Bank recoups all prior Advances paid by it to UCRAA in prior years, and pays UCRAA Eligible Royalties accrued by UCRAA over and above the Eligible Royalties used by Bank to recoup such prior Advances (the "Paid Out Eligible Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Eligible Royalties."

14. Effective January 1, 2007, Schedule B of the Agreement is hereby amended to include the following new Sections G and H:

"G. ROYALTY GUARANTEE

UCRAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than eight hundred thousand dollars (\$800,000) (the "Guarantee Amount") between January 1, 2007 and December 31, 2011, subject to the provisions set forth below. If as of December 31, 2011 UCRAA has not accrued \$800,000 in Eligible Royalties, Bank will pay UCRAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UCRAA between January 1, 2007 and December 31, 2011 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 F.1., above."

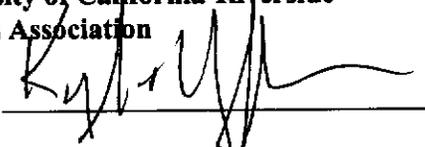
H. ALUMNI GIP ACCOUNTS

\$75.00 (seventy-five dollars) for each Alumni GIP or Alumni Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Alumni GIP or Alumni 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 Alumni GIP or Alumni Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty."

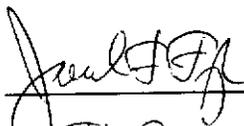
15. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

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

**University of California-Riverside
Alumni Association**

By: 
Name: _____
Title: _____

FIA Card Services, N.A.

By: 
Name: Jake Frege
Title: SVP

**DEPOSIT PROGRAM ADDENDUM TO THE
UNIVERSITY OF CALIFORNIA RIVERSIDE ALUMNI ASSOCIATION**

THIS ADDENDUM (the "Addendum") is entered into as of the 21 day of Feb, 2006, by and between UNIVERSITY OF CALIFORNIA-RIVERSIDE ALUMNI ASSOCIATION ("UCRAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCRAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of November 18, 2004, as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of UCRAA; and,

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

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

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

4. UCRAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of UCRAA'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, UCRAA will receive the Royalties set forth below for Program Deposit Accounts: and UCRAA shall continue to receive the Royalties for certificate of deposit and money market deposit accounts described in Schedule B, subsection E of the Agreement. Deposit Account Royalties will not be paid to UCRAA on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise.

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

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

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

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.
7. Notwithstanding anything contained in the Agreement to the contrary, UCRAA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in

connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end three years thereafter ("Deposits Program Initial Term"). The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for additional two-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposits Program Initial Term or the applicable Deposit Program Renewal Term. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and UCRAA shall not take any action to cause the removal of UCRAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UCRAA.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
11. For a one (1) year period following the termination of the Deposit Program for any reason, UCRAA agrees that neither UCRAA nor any UCRAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
12. UCRAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UCRAA or Bank, respectively as the case may be, or its directors, officers or employees.

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

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

UNIVERSITY OF CALIFORNIA -
RIVERSIDE ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: 
Name: Kyle D Hoffman
Title: Executive Director
Date: 2/21/07

By: 
Name: Jake Frege
Title: SVP
Date: 5/24/07

**SECOND DEPOSIT PROGRAM ADDENDUM
TO THE UNIVERSITY OF CALIFORNIA-RIVERSIDE ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

19th day of February, 2010, ^{KH}

THIS ADDENDUM (the "Addendum") is entered into as of the ~~1st day of April, 2010~~ ^{19th day of February, 2010} (the "Addendum Effective Date"), by and between UNIVERSITY OF CALIFORNIA-RIVERSIDE ALUMNI ASSOCIATION ("UCRAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCRAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of November 18, 2004, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of UCRAA; and,

WHEREAS, UCRAA and Bank amended the Agreement to include a Deposit program as of February 21, 2007 (the "Original Deposit Program Addendum"); and

WHEREAS, UCRAA and Bank mutually desire to terminate the Original Deposit Program Addendum and replace it with a new Deposit Program Addendum and make such other modifications as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UCRAA 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 new 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 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.

3. UCRAA 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 UCRAA 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.

4. UCRAA agrees to exclusively endorse Deposits; and that neither UCRAA nor any UCRAA 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 UCRAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

5. UCRAA will permit Bank, at no cost to Bank, to advertise Deposits on UCRAA's benefits page and at other prominent locations within the internet site(s) of UCRAA. 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). UCRAA 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, UCRAA will provide Bank with the ability to access any and all pages within the UCRAA internet site(s), including without limitation any "members only" or other restricted access pages. Additionally, UCRAA will permit Bank, at no cost to Bank, to advertise in four (4) UCRAA newsletters each year during the term of the Agreement.

6. During the term, UCRAA 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 UCRAA 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 (d) below.

(a) Money Market Deposit Accounts (including Individual Retirement Money Market Deposit Accounts): 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.

(b) Certificate of Deposit Accounts (including Individual Retirement Certificate of Deposit Accounts): 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.

(c) Checking Deposit Accounts: \$3.00 (three 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 \$1.50 (one dollar and fifty cents) 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.

(d) Checking Account Debit Card Purchases: 0.03 % (three 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.

7. 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 UCRAA, be applied against any Advance(s) and/or Guarantee Amount that UCRAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to UCRAA in accordance with the terms set forth in this Addendum.

8. UCRAA 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 UCRAA's Mailing Lists to market Deposits in direct mail copy, in an e-mail, or in an outbound telemarketing solicitation, unless UCRAA 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.

9. The term of this Addendum begins on the Addendum Effective Date and shall run co-terminus with the term of the Agreement. Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only.

10. Upon expiration or the earlier termination the Agreement or, as applicable, this Addendum, UCRAA will allow Bank to continue to use the UCRAA Trademarks on, and will not attempt to cause the removal of UCRAA 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 UCRAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by UCRAA.

11. 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, UCRAA agrees that neither UCRAA nor any UCRAA 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, UCRAA 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 UCRAA, 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.

12. The following is hereby added to Section 2(f):

“In the event that Bank incurs a cost because of a change in the UCRAA Trademarks (*e.g.*, the cost of reissuing new credit cards and/or debit cards), Bank may deduct such costs from any Royalties due UCRAA. In the event such costs exceed Royalties then due UCRAA, if requested by Bank, UCRAA will promptly reimburse Bank for all such costs.”

13. Section 5 of the Agreement is hereby amended to include the following new subsection (c):

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

14. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following new subsection (e):

“(e) In the event that Applicable Law has or will have a material adverse effect on Bank’s business (as determined in Bank’s sole discretion) (“Event”), Bank may notify UCRAA in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UCRAA’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 this Agreement, without penalty or liability to UCRAA, upon ninety (90) days advance written notice."

15. Section 11(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"

16. The first sentence of Section 6 of the Agreement, Schedule A of the Agreement and Sections C, D and E of Schedule B of the Agreement are hereby deleted in their entireties.

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.

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.

UNIVERSITY OF CALIFORNIA-
RIVERSIDE ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Kyle Hoffman

By: Steve Doan

Name: KYLE HOFFMAN

Name: Steve Doan

Title: EXECUTIVE DIRECTOR

Title: SVP

FIA CARD SERVICES™

FIA Card Services, DE5-001-08-02
1100 N. King Street
Wilmington, DE 19884

Tel: 800.441.7048

Via Overnight Delivery

September 20, 2011

Mr. Kyle D. Hoffman
Vice Chancellor for Alumni and Constituent Relations
University of California-Riverside Alumni Association
100 A Highlander Hall
Riverside, California 92521

Dear Mr. Hoffman:

I am writing to inform you that following a comprehensive review of the University of California-Riverside Alumni Association credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Amended and Restated Affinity Agreement entered into as of November 18, 2004, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 11(f) of the Agreement and Section 4 of the Addendum entered into as of October 1, 2006.

The Agreement's expiration date is December 31, 2011.

We have appreciated your endorsement.

Sincerely,



Marc F. Caren
Vice President
FIA Card Services, N.A.