

AGREEMENT

This Agreement is entered into as of this 16 day of July, 1998 (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 HAWAII AT MANOA, an educational institution having its principal place of business at 1337 Lower Campus Road, Honolulu, Hawaii ("UH") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer. A "Plus Miles Credit Card Account" is a Credit Card Account carrying the Plus Miles Enhancement.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by UH or the Customer as an undergraduate student of the University of Hawaii at Manoa.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format mutually agreed upon by MBNA America and UH) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni of the University of Hawaii at Manoa and/or other potential participants mutually agreed to by UH and MBNA America.
- (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) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by UH during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF UH

- (a) UH agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, UH may accept advertising from or enter into an Agreement regarding advertising with any financial institution, provided that the advertisement does not contain a Trademark or an express endorsement by UH of a Financial Service Product.
- (b) UH agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) UH permits MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) UH shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UH's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, UH shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by UH or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UH. The full Mailing List shall contain at least one hundred eighty thousand (180,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) UH 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 UH. Notwithstanding the above, UH 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 UH. Any correspondence received by UH 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 2 business days of receipt. All charges incurred for this service will be paid by MBNA America.
- (g) UH 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. Nothing stated in this Agreement prohibits UH 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.

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 UH.
- (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 UH.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of UH. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UH.

4. REPRESENTATION AND WARRANTIES

- (a) UH 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) UH represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it (i) has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement, and that (ii) no other entity has a superior right to the use of the Trademarks and there are no claims from any other entity challenging UH's use of such Trademarks. 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. To the extent permissible by law, UH shall be responsible for all damages or injury caused in connection with or arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UH. Royalties will not be paid without a completed Schedule C. 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 UH 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

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 UH shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on August 31, 2003. 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.

9. TERMINATION

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

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 9 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) 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 UH to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UH shall not attempt to cause the removal of UH'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. MBNA America will immediately remove from each credit device, check, or record, UH's identification or Trademark upon such card's first expiration date following the termination of this Agreement.

10. 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, 9 (c), and 9 (d) shall survive any termination of this Agreement.

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

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

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

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

(1) If to UH:

UNIVERSITY OF HAWAII AT MANOA
1337 Lower Campus Road
Honolulu, Hawaii 96822-2370
ATTENTION: Mr. James J. Donovan III, Associate Athletics Director

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
Rodney Square
Wilmington, Delaware 19713
ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and UH 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 UH 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 representatives, has executed this Agreement as of the Effective Date.

UNIVERSITY OF HAWAII AT MANOA

MBNA AMERICA BANK N.A.

By: Hugh Yoshida

By: William P. Morrison

Name: Hugh Yoshida

Name: William P. Morrison

Title: Athletics Director

Title: Senior Executive Vice President

Date: June 23, 1998

Date: 7/15/98

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS(OTHER THAN PLUS MILES 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. For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
3. For Alumni Customers, the current annual percentage rate on Platinum Plus Accounts 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 Alumni Customer's delinquency.
4. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UH 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(OTHER THAN PLUS MILES 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. \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
5. .50% of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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. PLUS MILES CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Miles Credit Card Account, 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.
2. \$14.00 (fourteen 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.

C. ROYALTY ADVANCE

1. Upon implementation of the first Full Marketing Campaign (as defined herein) by MBNA America, and quarterly thereafter during the initial term of this Agreement, MBNA America shall pay to UH the sum of seventy-five thousand dollars (\$75,000) (each an "Advance"), as advances against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UH, be applied against the Advances until such time as the Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UH as set forth in this Agreement. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to UH in prior years, and pays UH Royalties accrued by UH 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. Notwithstanding the foregoing, UH hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advances and the total amount of accrued Royalties credited by MBNA America against the Advances as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UH breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least Four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (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 term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement ; and
- (vi) UH or an affiliate of the University of Hawaii at Manoa, directly or indirectly markets or permits the marketing of any card device (multifunction or single purpose) that contains at any time a credit or charge feature to any of the Members.

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

D. ROYALTY GUARANTEE

UH shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million five hundred thousand dollars (\$1,500,000) (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 UH has not accrued \$1,500,000 in Royalties, MBNA America will pay UH an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UH 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 C.1., above.

**PLUS REWARDS ADDENDUM
TO THE UNIVERSITY OF HAWAI'I MANOA AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 8th day of April, 2002, by and between UNIVERSITY OF HAWAI'I MANOA, and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNIVERSITY OF HAWAI'I MANOA 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 UNIVERSITY OF HAWAI'I MANOA; and

WHEREAS, UNIVERSITY OF HAWAI'I MANOA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of UNIVERSITY OF HAWAI'I MANOA'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, UNIVERSITY OF HAWAI'I MANOA and MBNA America agree as follows:

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

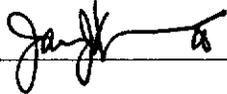
6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this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

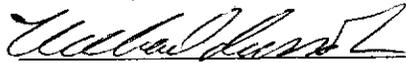
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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 HAWAI'I MANOA

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: James J. Donovan III

Name: Michael Durvill

Title: Associate Athletics Director

Title: Senior Executive Vice President

Date: 3/18/02

Date: April 8, 2002

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%.
- C. Customers may be able to select credit insurance or credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days – and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$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 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.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

ADDENDUM TO THE UNIVERSITY OF HAWAII AT MANOA AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 28th day of Oct, 2003 by and between University of Hawaii at Manoa ("UH"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UH and MBNA America are parties to an affinity agreement dated July 16, 1998, as the same was amended by addendum dated April 8, 2002 (the "Agreement"); and

WHEREAS, UH and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 31, 2008. 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. The Agreement is hereby amended by deleting Section 1(d) and replacing this with the following new Section 1(d):
 - (d) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program.
4. Schedule A of the Agreement is hereby amended by adding the following new Sections C and D:

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 an annual fee of \$20.00 after the first year, when applied.
2. The annual fee is waived for the first six (6) months.
3. The annual fee for the second six (6) months is \$10.00, when applied.
4. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.

5. 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.

5. Schedule B of the Agreement is hereby amended by adding the following new Sections E, F, and G:

E. 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. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) 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.
6. Effective September 1, 2003, Attachment #1 to the addendum dated April 8, 2002 is amended by deleting Section II.C., in its entirety and replacing it with the following new Section II.C.:
- C. 0.20% (one half of one percent) of all retail purchase transaction dollar volume of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions.

7. ADDITIONAL ROYALTY ADVANCES

(a) Upon each of the full execution of this Addendum and September 1, 2004, and September 1, 2005 during the initial term of this Agreement, MBNA America shall pay to UH the sum of Three Hundred Thousand Dollars (\$300,000) (each, an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UH, be applied against each of the Additional Advances until such time as all Additional Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UH as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any Additional Advances to UH hereunder, and (y) UH hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Additional Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Additional Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to August 31, 2008;
- (ii) UH breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (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 term of the Agreement;
- (v) MBNA America 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
- (vi) UH or any affiliate of UH, directly or indirectly markets or permits the marketing of any card device (multifunctional or single purpose) that contains at any time a credit or charge feature to any of the Members.

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

(c) UH and MBNA America agree to discuss whether the Agreement will be amended to provide that MBNA America will be obligated to pay advances after August 30, 2005.

8. In addition to UH's obligations under the Agreement to exclusively endorse the Program, UH agrees that during the term of this Agreement it will not 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.

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

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 HAWAII AT MANOA

By: Herman R. Frazier

Name: HERMAN R. FRAZIER

Title: Director of Athletics

Date: OCTober 28th 2003

MBNA AMERICA BANK, N.A.

By: J. H. C.

Name: Hal Erskine

Title: SEVP

Date: 11/20/03



www.MBNA.com

MBNA Marketing Systems, Inc.

75 Enterprise

Suite 200

Aliso Viejo, California 92656

January 28, 2004

Herman R. Fraiser
Director of Athletics
University of Hawaii at Manoa
1337 Lower Campus Road
Honolulu, HI 96822

RE: The agreement by and between University of Hawaii at Manoa ("University of Manoa") and MBNA America Bank, N.A. ("MBNA") dated July 16, 1998 as the same was amended by addenda dated April 1, 2002 and October 28, 2003 (the "Agreement")

Dear Mr. Fraiser:

As part of a recent self-audit, a typographical error was noted in the addendum dated October 28, 2003 (the "2003 Addendum"). This letter corrects that error and describes the correct Royalties that MBNA America has been paying to the University of Hawaii at Manoa for Reward Credit Card Accounts. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

Section II.C to the addendum dated April 8, 2002, as the same was amended by the 2003 Addendum, is amended by deleting "(one half of one percent)" and replacing this with "(twenty basis points)".

Effective September 1, 2003 Section II to the addendum dated April 8, 2002 is amended by adding the following new subsection D:

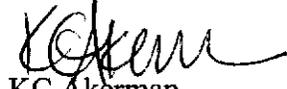
0.20% (twenty basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that relate to refunds, returns, and/or unauthorized transactions).

This letter shall bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this letter and the Agreement shall be governed by this letter. This letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this letter is deemed to be invalid, the balance of the letter will remain in force as if such invalid portion was not contained herein.

To acknowledge your agreement with the above, please execute both this and the enclosed copy of this letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

Please feel free to contact me or Jason Flabiano at 888-874-6262 with any questions or concerns.

Sincerely,



KC Akerman
Account Executive

Accepted and agreed to:
University of Hawaii at Manoa

By: Herman R. Frazier
Name: Herman R. Frazier
Title: Director of Athletics
Date: 2-2-04

Accepted and agreed to:
MBNA America Bank, N.A.

By: James S. Murphy
Name: JAMES S. MURPHY
Title: EVP
Date: 3-10-04

Received: 1/1/2009 2:02:12 PM; ->MBNA Business Development; Page 2

12-31-08 11:08am From: UNIVERSITY OF HAWAII ATHLETIC DEPT 800-856-4637 T-727 P.02/02 F-280

12/30/08

Mr. James J. Donovan III
Associate Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Road
Honolulu, Hawaii 96822-2370

RE: Amendment and Extension of Agreement

Dear Mr. Donovan:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and University of Hawaii at Manoa ("UH") would like to extend the current term of the Agreement dated as of July 18, 1998 (as it has been amended) wherein Bank provides financial service products to customers of UH (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to January 31, 2009.

This letter contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

Mark Lovell
Senior Vice President

Accepted and agreed:

FIA CARD SERVICES, N.A.
By: [Signature]
Name: DAVID FORA
Title: SVP

UNIVERSITY OF HAWAII AT MANOA
By: [Signature]
Name: James J. Donovan III
Title: Director of Athletics



*To: Jim Donovan
To: Authority
Muscelli
2/21/82*

UNIVERSITY OF HAWAII FOUNDATION

May 22, 2008

Mark P. Lovell
Senior Vice President – Bank of America Card Services
1100 N. King Street
DES-001-06-04
Wilmington, DE 19884

Mr. Lovell,

In accordance with the Agreement between MBNA America Bank, N.A. (now Bank of America Card Services) and the University of Hawaii at Manoa, dated July 15, 1998 and Addendum dated October 28, 2003, this is our written notification pursuant to section 8 - Term of Agreement, that it is our intention to not allow the Agreement to automatically renew past its end date of August 31, 2008.

While we do not want to auto-renew, we do want a 90 day extension.

Sincerely,

Donna Vuchinich
President and CEO
University of Hawai'i Foundation

Virginia Hinshaw
Chancellor
University of Hawaii at Manoa

Copy: Jim Donovan – Director, University of Hawaii at Manoa Athletics

August 12, 2008

Mr. James Donovan
Athletics Director
University of Hawaii – Manoa
1337 Lower Campus Road
Honolulu, HI 96822

RE: Amendment and Extension of Agreement

Dear Mr. Donovan:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and University of Hawaii at Manoa ("UH") would like to extend the current term of the Agreement dated as of July 16, 1998 (as it has been amended) wherein Bank provides financial service products to customers of UH (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to December 31, 2008.

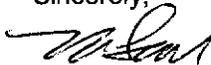
As of August 31, 2008, Section 7 of the Addendum dated as of October 28, 2003 is hereby deleted in its entirety. Any Royalties accrued after August 31, 2008, shall be paid directly to UH in accordance with the terms set forth in the Agreement.

This letter contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

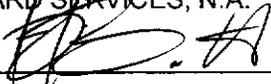
Sincerely,



Mark Lovell
Senior Vice President

Accepted and agreed:

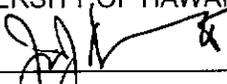
FIA CARD SERVICES, N.A.

By:  8-26-08

Name: DAVID BOORA

Title: SVP

UNIVERSITY OF HAWAII AT MANOA

By:  8/20/08

Name: JAMES J. DONOVAN III

Title: Director of Athletics, UH Manoa

TERM EXTENSION ADDENDUM TO THE AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of January, 2009 (the "Addendum Effective Date") by and between University of Hawaii at Manoa ("UH"), and FIA Card Services, NA. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UH and Bank are parties to an Agreement dated as of July 16, 1998, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of UH; and

WHEREAS, UH and Bank mutually desire to extend the term of the Agreement and to otherwise amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UH 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 December 31, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for a one-year period, 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. The following definitions are hereby added to Section 1 of the Agreement:

"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.

"Emerging Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

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

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

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

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

4. Section 1(d) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(d):

“(d) **‘Financial Service Product’** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products.”

5. Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2(c):

“(c) UH authorizes Bank to solicit its Members by mail, direct promotion, internet, advertisements, banking centers, telephone or any other means for participation in the Program.”

6. Section 2 of the Agreement is hereby amended by adding the following as a new subsection (h):

“(h) UH will permit Bank, at no cost to Bank, to advertise the Program on UH’s home page and at other prominent locations within the internet site(s) of UH. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. UH will modify or remove such advertisements within two business days of Bank’s request. To enable Bank to view all Program material, UH will provide Bank with the ability to access any and all pages within the UH internet site(s), including without limitation any “members only” or other restricted access pages.”

7. Section 5 of the Agreement is hereby amended by adding the following as a 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 Addendum Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify UH 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 UH’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 UH, upon ninety (90) days advance written notice.”

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

“6. PROGRAM ADJUSTMENTS”

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

9. Section 9 of the Agreement is hereby amended by adding 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 UH in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UH’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 UH, upon ninety (90) days advance written notice.”

10. Section 10(f)(2) is hereby deleted in its entirety and replaced with the following new Section 10(f)(2):

“(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”

11. That certain Addendum to the University of Hawaii at Manoa dated as of October 28, 2003 is hereby deleted from the Agreement in its entirety.

12. That certain Plus Rewards Addendum dated as of April 8, 2002 is hereby deleted from the Agreement in its entirety.

13. The parties agree that the Reward Enhancement is part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by UH under the Agreement.

14. UH agrees to not endorse, sponsor, promote aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of UH’s promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

15. Schedule A of the Agreement is hereby deleted in its entirety.

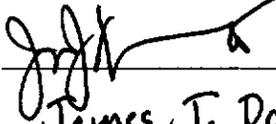
16. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B, as set forth on Attachment #1, attached hereto and incorporated herein by reference.

17. 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. Certain Financial Service Products under the Agreement may be offered through Bank's affiliates.

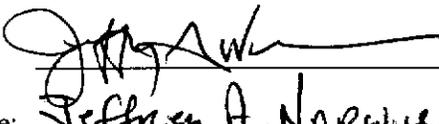
18. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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 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 HAWAII AT MANOA

By: 
Name: James J. Donovan III
Title: Director of Athletics
Date: 1/28/09

FIA CARD SERVICES, N.A.

By: 
Name: Jeffrey A. Norwice
Title: SVP
Date: 10-Feb-09

ATTACHMENT #1

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

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

of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Credit Card Account.

2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

C. EMERGING ACCOUNTS

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

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

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

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 will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

F. DEPOSIT ACCOUNTS

1. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program.
2. 0.05% (five basis points) 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.

G. ROYALTY ADVANCES

1. Upon full execution of this Addendum, and upon each January 1 in years 2010, 2011, 2012, and 2013, Bank will pay to UH the sum of one hundred fifty thousand dollars (\$150,000) (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 UH, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UH as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UH hereunder, and (y) UH hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank

against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (ix) below should occur:

- (i) the Agreement is terminated prior to December 31, 2013;
 - (ii) UH breaches any of its obligations under this Agreement;
 - (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of this Agreement;
 - (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of this Agreement;
 - (v) Bank is prohibited or otherwise prevented from conducting at least four (4) email campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of this Agreement;
 - (vi) Bank is prohibited from conducting promotional campaigns at mutually agreed upon UH athletic and alumni events during each consecutive twelve (12) month period during the term of this Agreement;
 - (vii) Bank is prohibited or otherwise prevented from having a standard size banner ad above the fold on www.hawaiiathletics.com and/or UH fails to make commercially reasonable efforts to provide Bank access to www.alumniconnections.com/hawaii or any successor websites thereof;
 - (viii) UH or any UH affiliate directly or indirectly markets or permits the marketing of any card device (multifunctional or single purpose) that, at any time, contains a credit or charge feature to any of the Members
2. If during any given year(s) during the term of the Agreement Bank recoups all prior Advances paid by it to UH in prior years, and pays UH Royalties accrued by UH over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

UH shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred fifty thousand dollars (\$750,000) (the "Guarantee Amount") by December 31, 2013, subject to the provisions set forth below. If on December 31, 2013 UH has not accrued \$750,000 in Royalties, Bank will pay UH an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UH during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.