

AGREEMENT

This Agreement is entered into as of this 21st day of March, 1999 (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 MASSACHUSETTS - BOSTON, an educational institution having its principal place of business at Alumni Affairs, Harbor Campus, 100 Morrissey Boulevard, Boston, Massachusetts ("UMB") 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.
- (c) "Customer" means any Member who is a participant in the Program.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means any co-branded credit card, co-branded charge card, or co-branded debit card programs offered to alumni, employees or others affiliated with the University of Massachusetts Boston for their personal accounts. The word "co-branded" means, with respect to card programs, that the Trademark appears on the card with the name or trademark of a credit card company. The definition of "Financial Service Products" shall not include any program or agreement whereby trustees, officers, employees or agents of the University of Massachusetts are authorized to incur charges on behalf of University of Massachusetts business against the account of the University, nor shall it include any program or agreement currently in effect between the University of Massachusetts system and the UMass Five College Federal Credit Union or any automatic teller machine agreement with Bank of Boston.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby UMB conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which UMB complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means alumni of the University of Massachusetts - Boston and/or other potential participants mutually agreed to by UMB and MBNA America.
- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

(k) "Trademarks" means any design, image, visual representation, logo, servicemark, trade dress, trade name, or trademark used or acquired by UMB during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF UMB

(a) UMB agrees that during the term of this Agreement it will endorse the Program exclusively and that UMB 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, pursuant to Section 1(d), 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, UMB may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UMB of said financial institution or the advertised Financial Service Product, pursuant to Section 1(d).

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

(c) UMB authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

(d) UMB shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UMB'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 UMB. In the event such costs exceed Royalties then due UMB, UMB shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, UMB 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 UMB or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UMB. UMB shall provide the initial Mailing List, containing at least forty-three thousand (43,000) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after UMB's execution of this Agreement.

(f) UMB 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 UMB. Notwithstanding the above, UMB 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 UMB. Any correspondence received by UMB 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.

(g) UMB 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. UMB 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 UMB's execution of this Agreement. Nothing stated in this Agreement prohibits UMB 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 UMB.

(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 UMB.

(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 UMB. 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 UMB.

4. REPRESENTATION AND WARRANTIES

(a) UMB 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) UMB represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

5. CROSS INDEMNIFICATION

UMB and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement UMB or MBNA America, respectively as the case may be, or its directors, officers or employees UMB will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

6. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UMB. 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 UMB 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.

7. 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.

8. 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 UMB 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.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2002. MBNA America intends to provide notice to UMB of renewal at least one hundred twenty (120) days prior to the termination date of the initial term or renewal term, as the case may be. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party given written notice of its intention not to renew at least ninety (90) days prior to the last date of such term or renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. UMB and MBNA America acknowledge that a claim arising under this Agreement may be brought in the Commonwealth of Massachusetts in either the state or federal courts, provided, however, that this provision shall not be construed as a waiver of any immunity under the Eleventh Amendment to the Constitution of the United States.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UMB, 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 UMB 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 11 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by UMB to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UMB shall not attempt to cause the removal of UMB'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 any 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 and evidence 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, UMB agrees that UMB shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, UMB may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the UMB 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.

12. 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 5, 7, 10 (c), 11 (d), 11 (e) and 11 (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 UMB:

UNIVERSITY OF MASSACHUSETTS - BOSTON
Alumni Affairs
Harbor Campus
100 Morrissey Boulevard
Boston, Massachusetts 02125

ATTENTION: Ms. Jane Parker, Director of Alumni

fax #: (617) 265-7173

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

fax #: 302-432-0805

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 UMB 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 UMB 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.

13. GROUP INCENTIVE PROGRAM

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

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

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

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

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

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

UNIVERSITY OF MASSACHUSETTS - BOSTON

By: *[Signature]*
Name: _____

Title: _____

Date: 3/26/99

MBNA AMERICA BANK N.A.

By: *[Signature]*
Name: WILLIAM P. MORRISON

Title: Senior Executive Vice President

Date: 3/31/99

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

1. There is NO Annual Fee.
2. 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 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. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UMB a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for UMB 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. \$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.
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)).

B. GIP ACCOUNTS

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

10/5/98:las
11/13/98:las
12/3/98:las
12/14/98:las
1/6/99:las

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of October, 2006 by and between University of Massachusetts-Boston (hereinafter referred to as "UMB") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, UMB and BANK are parties to an affinity agreement dated March 21, 1999, 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 UMB; and

WHEREAS, UMB and BANK mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of UMB's Program under the Agreement, and make other changes to the Agreement, including extending the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UMB 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 September 30, 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.
3. In addition to UMB's obligations under the Agreement to exclusively endorse the Program, UMB agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than BANK) the providing of, any Financial Service Products of any organization other than BANK.
4. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described herein) is now 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 UMB under the Agreement. The Reward Enhancement may be marketed under another name. BANK reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. UMB agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than BANK programs). Subject to the foregoing, all of UMB's promises arising from its exclusive arrangement with BANK in the Agreement shall also apply to the Reward Enhancement.
6. The following terms shall have the meanings ascribed to them below when used in the Agreement or Addendum:

"Financial Service Products" means any credit card program, charge card program, debit card program and travel and entertainment card program.

“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.

“Mailing List” means an updated and current list and/or magnetic tape (in a format designated by BANK) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

“Reward Credit Card Account” means a Credit Card Account carrying the Reward Enhancement opened pursuant to the Program.

“Reward Enhancement” means the frequent travel reward consumer Credit Card Account enhancement as provided through BANK and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by BANK from time to time, in its sole discretion.

7. Schedule A of the Agreement is hereby amended to include the following:

B. Reward Enhancement Brief Product Description

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

A. There is no annual fee.

B. Customers may be able to select credit protection as a benefit under the Program.

8. In Schedule B of the Agreement, Section A(1) (CREDIT CARD ACCOUNTS) the reference to “\$1.00 (one dollar)” will be replaced by “three dollars (\$3.00)”.

9. In Schedule B of the Agreement, Section A(2) (CREDIT CARD ACCOUNTS) the reference to “\$1.00 (one dollar)” will be replaced by “three dollars (\$3.00)”.

10. In Schedule B of the Agreement, Section B (GIP ACCOUNTS), the reference to “\$25.00 (twenty-five dollars)” will be replaced by “Thirty-five dollars (\$35.00)”.

11. In Schedule B of the Agreement, add the following:

C. REWARD CREDIT CARD ACCOUNT

Reward Credit Card Accounts shall only generate the royalty compensation set forth in this Section B., notwithstanding any other provision of the Agreement. Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the

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

1. Three dollars (\$3.00) 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.
2. Three dollars (\$3.00) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of all retail purchase 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, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

D. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer 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 consumer 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 consumer 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.

E. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer 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 consumer 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 consumer 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.

F. ROYALTY ADVANCE

1. Forty-five (45) days after the execution of this Addendum by both parties (provided BANK has received prior to such date a new and updated Mailing Lists), and annually on September 30, 2007, and for the subsequent four years up to and including September 30, 2010, on such date (or the next business day if any such date is not a business day) BANK shall pay to UMB the sum of seventeen thousand dollars (\$17,000) (each an "Advance" and collectively, the "Advances") as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UMB be applied to the Advances until they such time as all Advances are fully recouped. Notwithstanding the foregoing, (x) BANK shall no longer be obligated to pay any additional Advances to UMB hereunder, and (y) UMB hereby promises to pay BANK upon demand an amount equal to the difference between the total amount of the Advance(s) paid by BANK and the total amount of accrued Royalties credited by BANK against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UMB breaches any of its obligations under this Agreement;
- (iii) 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;
- (iv) BANK is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) BANK is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at UMB oriented major events during each consecutive twelve month period during the term of the Agreement; and
- (vi) the University endorses, sponsors or promotes any Financial Service Product to Members with any entity other than BANK.

2. If during any given year(s) during the initial term of this Agreement BANK recoups all prior Advances paid by it to UMB in prior years, and pays UMB Royalties accrued by UMB 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.

G. ROYALTY GUARANTEE

UMB shall be guaranteed to accrue Royalties equal to eighty-five thousand dollars (\$85,000) (the "Guarantee Amount") by the end of the initial term of this Addendum. Notwithstanding the foregoing, this Guarantee Amount and any representation, warranty, covenant, responsibility or obligation of BANK hereunder shall be expressly contingent upon the continued satisfaction by UMB of all representations, warranties, covenants, responsibilities and obligations set forth in the terms and provisions of the Agreement as modified by the Addendum. 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.

12. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, BANK 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 for the solicitation of credit card account applications. UMB shall have final approval of the use and appearance of such marks used on such materials, but hereby grants BANK the right to use such approved materials at BANK's discretion. In no event shall BANK 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 UMB for such gifts or premiums. UMB 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 UMB's waiver by reducing the price to BANK for such gifts or premiums by the applicable amount, then BANK may deduct such applicable amount from all Royalties otherwise due under this Agreement to UMB.

13. 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 MASSACHUSETTS-BOSTON

FIA CARD SERVICES, N.A.

By: James E. Smith

By: Sandra Wirt

Name: JAMES E. SMITH

Name: SANDRA WIRT

Title: President, UMB Alumni Accounts

Title: SVP

Date: 1/31/07

Date: 3/30/07

**EMERGING CREDIT ADDENDUM
TO THE UNIVERSITY OF MASSACHUSETTS – BOSTON AGREEMENT**

THIS ADDENDUM (the “**Addendum**”) is entered into as of this 1st day of April, 2009, by and between University of Massachusetts - Boston (“**UMB**”), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) (“**Bank**”), for themselves and their respective successors and assigns.

WHEREAS, UMB and Bank are parties to an Agreement dated as of March 21, 1999, 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 UMB; and

WHEREAS, UMB and Bank mutually desire to amend the Agreement to include the emerging credit program as another aspect of UMB’s Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following definitions are hereby added to Section 1 of the Agreement as follows:

“**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 or (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 GIP Account**” means an Emerging Account opened pursuant to a GIP in which UMB complies with the GIP provisions of this Agreement.

“**Reward GIP Account**” means a Reward Credit Card Account opened pursuant to a GIP in which UMB complies with the GIP provisions of the Agreement.

3. Section 6 of the Agreement is hereby amended by adding 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 UMB 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 UMB’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 UMB, upon ninety (90) days advance written notice.”

4. Section 11 of the Agreement is hereby amended by deleting subsection (e) in its entirety and replacing it 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 UMB in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UMB’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 UMB, upon ninety (90) days advance written notice.”

5. Schedule B of the Agreement is hereby amended by adding new subsection C.4. and Section G, as set forth on Attachment #1, attached hereto and made a part hereof.

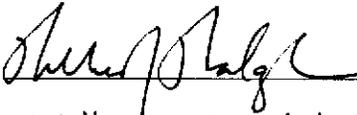
6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

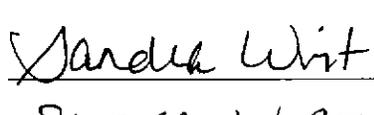
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

FIA CARD SERVICES, N.A.

By: 

By: 

Name: William J. Walczak

Name: SANDRA WIRT

Title: Alumni Association President

Title: SVP

Date: 4/24/09

Date: 5/12/09

Attachment #1

C.4. \$25.00 (twenty-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. 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 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)).
4. \$10.00 (ten dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

Via Overnight Delivery

June 17, 2011

Ms. Jane Parker
Director of Alumni
University of Massachusetts - Boston
Alumni Affairs
Harbor Campus
100 Morrissey Boulevard
Boston, Massachusetts 02125

Dear Ms. Parker:

I am writing to inform you that following a comprehensive review of the University of Massachusetts - Boston credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Agreement entered into as of March 21, 1999, 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 12(f) of the Agreement and Section 2 of the Term Extension Addendum entered into as of October 1, 2006.

The Agreement's expiration date is September 30, 2011.

We have appreciated your endorsement.

Sincerely,



Alex J. McLaughlin
Vice President
FIA Card Services, N.A.
804-627-7081