

**UNIVERSITY OF MIAMI
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of December, 2001, (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 MIAMI, an educational institution having its principal place of business in Coral Gables, Florida ("UM") 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.
- (b) "UM Affiliate" means any entity controlling, controlled by or under common control with the UM, including, but not limited to, any office or department of, or affiliated or associated with UM (e.g., the office of student affairs, the athletic department and the alumni association of UM).
- (c) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UM or any UM Affiliate before or during the term of this Agreement.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (e) "Customer" means any Member who is a participant in the Program.
- (f) "Financial Service Products" means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs. This definition shall not include; (i) the corporate credit card program between UM and American Express; (ii) the student identification card that includes a debit card feature (currently known as the CaneCard) provided such product does not include a credit feature; and (iii) the Financial Service Products offered by the University Credit Union (the "Credit Union") provided that the Financial Service Products offered by the Credit Union to the Members and the advertisements and solicitations for such Financial Service Products do not utilize or bear a Trademark.
- (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: (i) an undergraduate or graduate student of UM (each a "Student Member"); and (ii), alumni of UM, friends, fans, ticket holders, donors and contributors of any UM athletic team or athletic department and/or other potential participants mutually agreed to by UM and MBNA America (each an "Alumni Member").

(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.

2. RIGHTS AND RESPONSIBILITIES OF UM

(a) Except as expressly provided for in Section 2(b) below, UM agrees that during the term of this Agreement it shall endorse the Program exclusively and that neither, UM nor any UM Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. UM agrees, and agrees to take the necessary steps to ensure, that MBNA America shall be the exclusive provider, solicitor and marketer of any Financial Service Products at, or in close proximity to, any UM athletic events. Nothing stated in this Agreement shall be construed or interpreted as prohibiting UM from accepting advertisements or sponsorship acknowledgments from any financial institution so long as the advertisement or sponsorship acknowledgment does not contain an express or implied endorsement by UM of a Financial Service Product

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

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

(d) UM shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. If, because of a change to the Trademarks, UM expressly requests MBNA America to discontinue the use of any existing inventory of credit devices, marketing, solicitation or promotional materials for the Program (the "MBNA Marketing Materials") or to reissue new credit cards, then UM shall reimburse MBNA America the expenses reasonably incurred by MBNA America in reissuing new credit cards and producing and destroying such MBNA Marketing Materials. If UM fails to reimburse such expenses before

the next payment of Royalties due to UM under this Agreement, then MBNA America may offset the expense against the next payment of Royalties due UM.

(e) Upon the request of MBNA America, UM shall provide MBNA America with Mailing Lists free of any charge; provided, however, that UM shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UM not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by UM or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UM. UM shall provide the initial Mailing List, containing at least fourteen thousand (14,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Student Members and at least at least ninety eight (98,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers Alumni Members as soon as possible but no later than thirty (30) days after UM's execution of this Agreement.

(f) UM 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 UM. Notwithstanding the above, UM 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 UM. Any correspondence received by UM 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) UM 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. UM 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 UM's execution of this Agreement. Nothing stated in this Agreement prohibits UM from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) UM shall promptly provide to MBNA America, in writing, the names and postal addresses and when available, telephone numbers, of those Members who have notified UM that they do not want to receive telephone or direct mail solicitations from UM or third parties. MBNA America will use its then current procedures to place such Members on its customer master suppression list.

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.
- (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 UM.
- (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 UM. 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 UM.
- (f) In the event that MBNA America sends the Mailing List to National Change of Address Service ("NCOA"), after MBNA America receives the Mailing List back from NCOA it agrees, but no more than twice per year, to give UM a copy of such updated Mailing List.
- (g) Twice per year, MBNA America (through its subsidiary MBNA Marketing Systems, Inc., or other third party designated by MBNA America) will use commercially reasonable efforts to support UM in educating the Student Members about the risks and responsibilities associated with using a credit card as mutually agreed to by MBNA America and UM.
- (h) If American Express will no longer be the provider of the corporate credit card program described in Section 1(f), then the parties agree that MBNA America shall have the right to be included in UM's bidding process with respect to any corporate credit card program that may be endorsed, sponsored, advertised, or developed by UM.

4. REPRESENTATIONS AND WARRANTIES

- (a) UM 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) UM represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that:

(i) it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program;

(ii) there is no entity or organization (including or any organization associated with the) that can use, license or sub-license the Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any UM athletic event in connection with any Financial Service Products; and

(iii) the negotiating, execution and delivery of this Agreement by UM will not constitute a breach of any other agreement.

UM will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

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

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide UM 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. MBNA America shall use reasonable efforts to notify UM of any increase to the annual percentage rate for new Credit Card Accounts within thirty (30) days of the effective date of the change.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and UM shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority provided that UM immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on November 30, 2008. Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term MBNA America has not fully recouped any payments previously made to UM which are subject to recoupment under this Agreement ("Recoupable Payments"), this Agreement shall not terminate at the end of such term, but shall automatically extend for a one-year period.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Any lawsuit arising from or related to this Agreement shall be filed in a court of competent jurisdiction located in the judicial district as the headquarters of the party being sued. The preceding sentence is not, and may not be construed as, an assertion or admission by MBNA America that it or its operations is bound, regulated or restricted by any rule, regulation, law or other statute other than the state and federal courts located in Delaware, having jurisdiction over MBNA America.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UM, 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. Notwithstanding the provisions of Schedule B, Section B.1 (y) of this Agreement, if UM terminates this Agreement in accordance with the provisions of this Section 10(a), then UM shall not be required to pay to MBNA America an amount equal to the difference between the total amount of the Advance(s) (as such term is defined in Section B of Schedule B) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of termination.

(b) If either MBNA America or UM becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such 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 UM to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UM shall not attempt to cause the removal of UM's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

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

(f) For a one (1) year period following the termination of this Agreement for any reason, UM agrees that neither UM nor any UM Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, UM may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UM provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer

of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to UM:

UNIVERSITY OF MIAMI
Office of Alumni Relations
PO Box 248053
Coral Gables, FL 33124
ATTENTION: Donna Arbide
Assistant Vice President

Fax #: (305) 284-4804

With copy to:

Office of General Counsel
P.O. Box 248052
Coral Gables, FL 33124

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: Michael Schuck
Director of National Sales

Fax #: (302) 432-5100

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

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below); or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
- (iii) to any MBNA Affiliate.

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

(h) MBNA America and UM 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 UM and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

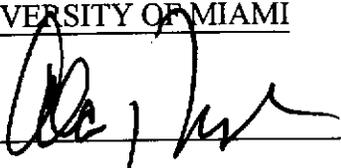
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

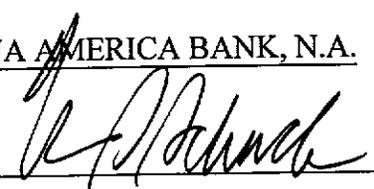
UNIVERSITY OF MIAMI

MBNA AMERICA BANK, N.A.

By: _____



By: _____



Name: _____

ALAN J. FISH
ASSOC. VICE PRESIDENT
BUSINESS SERVICES

Name: _____

M.S. SCHVICK

Title: _____

Title: _____

SEVP

Date: _____

12/14/01

Date: _____

1/08/02

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 12.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
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 UM a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for UM 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 Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. ROYALTY ADVANCE

1. Within forth five (45) days of the full execution of this Agreement, MBNA America shall pay to UM One Million Dollars (\$1,000,000.00) (the "First Advance") as an advance against future royalties. Within forty-five days of each of November 30, 2002, November 30, 2003, November 30, 2004, November 30, 2005, November 30, 2006 and November 30, 2007, MBNA America shall pay to UM the sum of Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$333,333.33) (each, a "Subsequent Advance" and together with the First Advance, 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 UM, be applied against each of the Advances until such time as all Advances are fully recouped. Any

Royalties accrued thereafter shall be paid to UM as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UM hereunder, and (y) UM hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand (other than as expressly provided for in Section 10(a) of this Agreement), in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the November 30, 2008;
- (ii) UM breaches any of its obligations under this Agreement;
- (iii) MBNA America 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) MBNA America 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) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at all UM athletic events (except the Orange Bowl) and at other events mutually agreed to by UM and MBNA America, during each consecutive twelve month period during the term of the Agreement.

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

C. ROYALTY GUARANTEE

UM shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Three Million Dollars (\$3,000,000.00) (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 UM has not accrued \$3,000,000.00 in Royalties, MBNA America will pay UM an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UM during the initial term of this Agreement and the amount of any unrecouped 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 B.1., above.

MARKETING AGREEMENT

THIS MARKETING AGREEMENT (the "Agreement") is entered into on this 1st day of November 2001 ("Effective Date") by and among MBNA AMERICA BANK, N.A., ("MBNA") and UNIVERSITY OF MIAMI ("University").

WHEREAS, MBNA and University are parties to an Affinity Agreement dated November 1, 2001 (the "Affinity Agreement") wherein MBNA provides certain financial services to certain persons included in certain lists provided to MBNA by or on behalf of University;

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties hereto, and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Agreement.

2. DEFINITIONS

(a) Terms. All capitalized terms used herein and not otherwise specifically defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

(b) Other Definitions. For the purposes of this Agreement, the following terms have the following meanings:

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

(ii) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which University complies with the GIP provisions of this Agreement.

3. 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 University pursuant to any GIP. In that regard, University 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 University to the Royalty specified in Section 3(g) below, 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 University 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 Section 3(g) below.

(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 University 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 University pursuant to any GIP shall be deducted from any or all Royalty payments due University under this Agreement.

(e) University 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.

(f) University shall permit MBNA America to list the Program on its home page and at other prominent locations within the internet site of University. MBNA America may establish a "hot-link" from such locations to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle University to the GIP compensation set forth in Section 3(g) below, subject to the other terms and conditions of this Agreement. University shall modify or remove such listings of the Program within twenty-four (24) hours of MBNA America's request.

(g) During the term of the Agreement, MBNA America will pay University a royalty calculated below, for those credit card accounts opened pursuant to GIP ("GIP Royalty"), provided, however, that GIP Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B, Section B of the Affinity Agreement.

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

4. MARKETING RIGHTS

(a) University shall provide MBNA with the necessary access, during each year of this Agreement, for MBNA to conduct direct promotion events for the Program at all University athletic events.

(b) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding the game or athletic

event. The Locations shall be at prominent locations and will be mutually agreed upon by MBNA and University.

(c) University shall distribute employee passes to all MBNA employees and agents that are conducting the direct promotion campaign. To the extent that they are informed of the rules and regulations, MBNA agrees that all MBNA employees and agents will follow University's rules and regulations when conducting direct promotion events.

(d) University shall provide MBNA with four (4) parking permits/passes for each game at which MBNA will be conducting direct promotion events.

(e) University shall provide MBNA with reasonable vehicular access to the athletic facility in which MBNA will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA vehicle a convenient position, in relation to each Location, to unload/load.

(f) University shall permit MBNA to set up each Location at least one (1) hour prior to the gates opening for the athletic event.

(g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA and University and both parties agree to be reasonable.

(h) University agrees that MBNA has the right to distribute take-one applications for the Program with football, basketball and hockey ticket renewal notices and season ticket mailings.

(i) University also agrees that MBNA has the right to place Trademarks on gifts for individuals completing applications and on other premium items, all subject to University's approval set forth in the Affinity Agreement.

5. REPRESENTATIONS AND WARRANTIES

(a) University and MBNA 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.

6. 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 and University 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.

7. TERM OF AGREEMENT

The term of this Agreement will be concurrent with the term of the Affinity Agreement and, thus, this Agreement will expire or terminate when the Affinity Agreement expire or terminate.

8. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA or University, 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.

9. MISCELLANEOUS

- (a) The obligations in Section 6 shall survive any termination of this Agreement.
- (b) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (c) University is and shall remain an independent contractor and nothing in this Agreement will create a relation of principal and agent or employer and employee between MBNA and University or any of its employees.
- (d) 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 University:

UNIVERSITY OF MIAMI
Office of Alumni Relations
PO Box 248053
Coral Gables, FL 33124

ATTENTION: Ms. Donna Arbide
Assistant Vice President

Fax #: (305) 824-4804

With copy to:

Office of General Counsel
P.O. Box 248052
Coral Gables, FL 33124

(2) If to MBNA:

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

ATTENTION: Michael Schuck
Director of National Sales

Fax#: (302) 432-5100

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

(e) 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.

(f) Except for the Affinity Agreement, 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 may utilize the services of any third party in fulfilling its obligations under this Agreement.

(g) This contract shall be governed by the laws of the state of Delaware, without regard to its conflict of law principles. This Agreement shall be binding upon the parties' successors and permitted assigns. If any part of this Agreement is found to be unenforceable, the remainder of

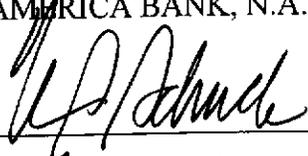
this Agreement shall survive as if such unenforceable provision had not been contained herein.
Failure by either party to insist upon strict compliance with the terms hereof shall not be deemed to be waiver of any rights hereunder.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the date and year first above written.

UNIVERSITY OF MIAMI

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: ALAN J. FISH

Name: M.S. SANCHEZ

Title: ASSOC. VICE PRESIDENT
BUSINESS SERVICES

Title: SEVP

Date: 12/14/01

Date: 1/08/02

**TRAVEL REWARD ADDENDUM
TO THE UNIVERSITY OF MIAMI AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 16 day of June, 2003, by and between **University of Miami** ("UM"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UM 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 UM; and

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

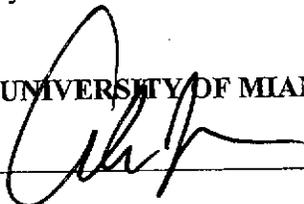
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which UM complies with the GIP provisions of the Agreement.
4. 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 UM under the Agreement. The Reward Enhancement may be marketed under another name (e.g., *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. UM 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 UM's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
6. During the term of the Agreement, UM will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
7. Upon termination or expiration of the Agreement, or any aspect of the Program, UM shall not take action to cause the removal of UM's design, image visual representation,

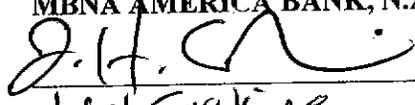
identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, UM hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UM represents and warrants that UM has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

8. 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 MBNA America 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.

9. 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 MIAMI
By: 
Name: ALAN J. FISH
Title: ASSOC. VICE PRESIDENT
BUSINESS SERVICES
Date: 6/16/03

MBNA AMERICA BANK, N.A.
By: 
Name: HAL ERKINE
Title: SEVP
Date: 7/21/03

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%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay UM 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. 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 Alumni 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 Alumni 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 Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni 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. \$35.00 (thirty-five dollars) for each Alumni Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise

disputed. Such Alumni Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**TERM EXTENSION ADDENDUM TO THE
UNIVERSITY OF MIAMI AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of December, 2008 (the "Addendum Effective Date") by and University of Miami ("UM"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UM and Bank are parties to an Affinity Agreement dated as of December 1, 2001 as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UM; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UM 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 November 30, 2015. 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 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.

"Deposits" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

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

"Emerging Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. An Emerging Account 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 consumer loan account opened 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 consumer line of credit account opened pursuant to the Program.

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

"Reward Account" means a Credit Card Account carrying a Reward Enhancement.

"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(f) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 1(f):

"(f) **"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 mutually agreed upon by Bank and UM. This definition shall not include: (i) the corporate credit card program between UM and American Express; (ii) the student identification card that includes a debit feature (currently known as the CaneCard) provided that such product does not contain a credit feature; and (iii) the Financial Service Products offered by the University Credit Union (the "Credit Union") provided that the Financial Service Products offered by the Credit Union to the Members and the advertisements and solicitations for such Financial Service Products do not utilize or bear a Trademark."

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

"(b) UM authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program."

6. Section 3 of the Agreement is hereby amended by adding the following new Section 3(i):

"(i) Notwithstanding anything contained in the Agreement to the contrary, UM acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UM's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless UM consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits

and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade).”

7. Section 5 of the Agreement is hereby amended by adding the following new Section 5(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 minimus adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify UM 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 business days after UM’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 UM, upon ninety days advance written notice.”

8. Section 10(e) is hereby deleted in its entirety and replaced by the following new Section 10(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 UM in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UM’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 UM, upon ninety (90) days advance written notice.”

9. 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 UM under the Agreement.

10. UM 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 UM’s promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

11. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1 hereto.

12. The Travel Reward Addendum dated as of June 16, 2003 is hereby deleted in its entirety.

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.

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

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

UNIVERSITY OF MIAMI

FIA CARD SERVICES, N.A.

By: [Signature]
Name: Humberto Speziani
Title: Interim Vice President, Business Services
Date: 11-07-08

By: [Signature]
Name: David B. #
Title: SVP
Date: 11-25-08

ATTACHMENT #1

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UM a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for UM employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$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 (0) as of the last processing day of every twelfth (12th) 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 Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, 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 Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD ACCOUNTS

Reward 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 Accounts.

1. \$1.00 (one dollar) for each new Reward 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 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. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward 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 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 Account; and (2) has had active charging privileges for each of the preceding twelve months. A Reward 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 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 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 RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) 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.

E. GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that 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 Option 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 Option Accounts that are open with active charging privileges as of the last processing day of such month.

F. DEPOSIT ACCOUNTS

During the term of this Agreement, UM will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section F, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UM on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (2) below. Deposits Royalties will be paid by Bank directly to UM in accordance with the terms of this Section F, and shall not be included in any calculation of accrued Royalties for purposes of the Royalty Advances and Royalty Guarantee described below in Sections G. and H.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.10 % (ten basis points) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

G. ROYALTY ADVANCES

1. Within forty-five (45) days of full execution of this Agreement, Bank shall pay to UM the sum of one million ten thousand dollars (\$1,010,000) (an "Advance") and within forty-five (45) days of each annual anniversary of the Addendum Effective Date in 2009, 2010, 2011, 2012, 2013, and 2014, Bank shall pay to UM the sum of two hundred ninety-three thousand three hundred thirty-three dollars (\$293,333) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued, except for Deposits Royalties described above in Section F, shall, in lieu of direct payment to UM, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UM as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UM hereunder, and (y) UM 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 (v) below should occur:

- (i) the Agreement terminates prior to November 30, 2015;
- (ii) UM 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 (12) 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 (12) month period during the term of the Agreement; and
- (v) Bank shall not be prohibited from conducting promotion campaigns on campus and at major UM events, including athletic events, during each consecutive twelve (12) month period during the term of the Agreement.

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

UM shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million seven hundred seventy thousand dollars (\$2,770,000) (the "Guarantee Amount") by November 30, 2015, subject to the provisions set forth below. If on November 30, 2015 UM has not accrued \$2,770,000 in Royalties, Bank will pay UM an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UM 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.