

**UNIVERSITY OF SOUTH FLORIDA ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement is entered into as of this 7th day of July, 2005 ("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 SOUTH FLORIDA ALUMNI ASSOCIATION, INC., a Florida non-profit institution having its principal place of business in Tampa, Florida ("Alumni Association") 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) "Alumni Association Affiliate" means University of South Florida Foundation, Inc., University of South Florida athletic association, and any entity controlling or controlled by the Alumni Association.
- (c) "Alumni Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Alumni Association or any Alumni Association Affiliate 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, , business card programs, and travel and entertainment card programs. This definition also includes branded debit card programs as to the USFAA but excludes its affiliates and USF. This definition does not include the official identification card of the University of South Florida as the same is currently structured and delineated; provided such card does not include a credit feature.
- (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 and alumni e-mail addresses of Members segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means: (i) an undergraduate or graduate student of the University of South Florida (each a "Student Member"); and (ii), alumni of the University, a member of the Alumni

Association, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by Alumni Association and MBNA America (each an "Alumni Member").

- (i) "Program" means those programs and services of the Financial Service Products and the Secondary 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) "Secondary Financial Service Products" means installment loan programs, revolving loan programs, and deposit programs,
- (l) "Trademarks" means the Alumni Association Trademarks and the University Trademarks.
- (m) "University" means University of South Florida and any office or department of, or affiliated or associated with, the University of South Florida, including but not limited to the athletic department and the office of student affairs of University of South Florida.
- (n) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.
- (o) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program. "Business Rewards Account" means a BusinessCard Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION

- (a) The Alumni Association agrees that during the term of this Agreement it shall, and it shall cause the University to, endorse the Program exclusively (except for Secondary Financial Service Products which Alumni Association shall, endorse on a non-exclusive basis) and that Alumni Association, and any Alumni Association Affiliate and the University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may

accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of said financial institution or the advertised Financial Service Product.

- (b) Alumni Association agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) Alumni Association authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements, e-mail and/or telephone for participation in the Program.
- (d) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain Alumni Association's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because Alumni Association requests a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Alumni Association. In the event such costs exceed Royalties then due Alumni Association, Alumni Association shall promptly reimburse MBNA America for all such costs.
- (e) Upon the request of MBNA America, Alumni Association shall provide MBNA America with Mailing Lists free of any charge; provided, however, that Alumni Association shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that the University or the Alumni Association not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Alumni Association. Alumni Association shall provide the initial Mailing List, containing at least Two Hundred Seven Thousand (207,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members and at least Thirty-Five Thousand (35,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Student Members as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement.
- (f) Alumni Association 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 Alumni Association. Notwithstanding the above, Alumni Association 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 Alumni Association. Any correspondence received by Alumni Association 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 twenty-four (24) hours of receipt. All charges incurred for this service will be paid by MBNA America.
- (g) Alumni Association 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. Alumni Association 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 Alumni Association's execution of this Agreement. Nothing stated in this Agreement prohibits Alumni Association 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) Alumni Association shall permit MBNA America to inform alumni about the Program on its home page and at other prominent locations within the internet site of Alumni Association. MBNA America may establish a "hot-link" from such information to another internet site to enable a person to apply for a Credit Card Account. Alumni Association shall modify or remove such information within twenty-four (24) hours of MBNA America's request.

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 Alumni Association.

(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 Alumni Association.

(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 Alumni Association. 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 Alumni Association.

4. REPRESENTATIONS AND WARRANTIES

(a) Alumni Association and MBNA America each represents and warrants to the other that 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) Alumni Association 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 Alumni Association Trademarks and to sublicense the University 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. Alumni Association further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including any Alumni Association Affiliate) that can use, license or sub-license the University 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 University athletic event in connection with any Financial Service Products. Alumni Association 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 Alumni Association. 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 Alumni Association with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts

renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

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

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Alumni Association 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 Alumni Association 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 parties agree that the commencement date of the initial term of this Agreement for purposes of MBNA America's credit card program is July 7, 2005. The initial term of this Agreement will end on July 31, 2012. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than two hundred forty (240) days, prior to the last date of such term or renewal term, as applicable. Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term or any renewal term MBNA America has not fully recouped the Guarantee Amount, MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until the earlier of (i) such time as MBNA America has fully recouped the Guarantee Amount or (ii) two years after the termination date of the Agreement (collectively, the "Recoupment 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.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by MBNA America or Alumni Association, 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 Alumni Association 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 Alumni Association to the Members. MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Any notice shall be factually accurate. Upon termination of this Agreement, Alumni Association shall not attempt to cause the removal of Alumni Association's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.
- (e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.
- (f) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association 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, Alumni Association may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Alumni Association 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 Alumni Association:

UNIVERSITY OF SOUTH FLORIDA ALUMNI ASSOCIATION, INC.
Sam and Martha Gibbons Alumni Center
4202 East Fowler Avenue ALC 100
Tampa, Florida 33620

ATTENTION: Ms. Lisa Lewis
President

Fax #: (813) 974-2245

- (2) If to MBNA America:

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

ATTENTION: Director of National Sales

Fax #: (302) 432-0262

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. Certain Financial Service Products and/or Secondary 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 Alumni Association 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 Alumni Association 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 SOUTH FLORIDA
ALUMNI ASSOCIATION, INC.**

By: Lisa R. Lewis
Name: Lisa R. Lewis
Title: President

MBNA AMERICA BANK, N.A.

By: [Signature]
Name: Scott A. Green
Title: Sr. Executive Vice President

Approved As To
Form and Legality
M. J. [Signature] 11/29/04
Attorney - MSF Foundation, Inc.
Alumni Assoc.

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 11.99%, or a variable rate of prime plus 1.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 14.99%, or a variable rate of prime plus 5.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. REWARD ENHANCEMENT

"Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is a fixed rate of 11.99%, or a variable rate of prime plus 1.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency
3. The Reward Enhancement may be marketed under another name (*e.g.*, Plus Rewards), as determined by MBNA America from time to time, in its sole discretion.

C. BUSINESS CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a *Platinum Plus for Business* account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to

change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select USFAA Customers and/or Members at its own discretion.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 11.99 %.

D. BUSINESS REWARD ENHANCEMENT

“Business Reward Enhancement” means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA Delaware and offered as part of the Program for Business Rewards Accounts.

1. \$35.00 (Thirty-five Dollars) annual fee.
2. The current Annual Percentage Rate is a fixed rate of 11.99%.
3. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.

E. GOLD RESERVE ACCOUNTS

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

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

F. GOLD OPTION ACCOUNTS

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

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

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni 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 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student 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 Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 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)).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days 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. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
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)).

C. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

D. BUSINESS REWARDS ACCOUNTS

Business Rewards Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section D, notwithstanding any other provision of this Agreement.

1. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, money orders, bets, lottery ticket, or casino gaming chips).

E. 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.

F. 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.

G. DEPOSIT ACCOUNTS

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

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

1. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

H. ROYALTY ADVANCE

1. Within forty-five (45) days after each of August 1, 2005, August 1, 2006, August 1, 2007, August 1, 2008, August 1, 2009, August 1, 2010, and August 1, 2011, MBNA America shall pay to Alumni Association the sum of Five Hundred Eighty-Five Thousand Seven Hundred and Fourteen dollars (\$585,714) (each, an "Advance", for a total advance of Four Million One Hundred Thousand Dollars), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (a) MBNA America shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and (b) Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur, and such breach is not cured within sixty (60) days of receipt of written notice from MBNA describing the breach:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) 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;

- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (iv) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events mutually agreed to by Alumni Association and MBNA America during each consecutive twelve month period during the term of the Agreement;
- (v) Any Alumni Association Affiliate enters into a contract to market any Financial Service Product with any entity other than MBNA America; and
- (vi) MBNA America is prohibited or otherwise prevented from conducting a minimum of six (6) tabling locations at all home football games and at other home athletic events as mutually agreed upon.

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

I. ROYALTY GUARANTEE

Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Four Million One Hundred Thousand Dollars (\$4,100,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement.. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence (or the subsequent cure) of any of the conditions set forth in Subsection H.1., above.

**DEPOSIT PROGRAM ADDENDUM
TO THE AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 21st day of May, 2008, (the "Addendum Effective Date"), by and between UNIVERSITY OF SOUTH FLORIDA ALUMNI ASSOCIATION ("Alumni Association") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and Bank are parties to that certain Affinity Agreement dated as of July 7, 2005, as the same may have been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of Alumni Association; and,

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by Alumni Association under the Agreement.
3. Section 1(f) of the Agreement is deleted in its entirety and replaced with the following new Section 1(f):

“(f) “Financial Service Products” means credit card programs, charge card programs, business card programs, travel and entertainment card programs. This definition also includes deposits and debit card programs as to the Alumni Association and Alumni Association Affiliates, but not the University of South

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Florida. For the sake of clarity, this definition also does not preclude the official campus identification card of the University of South Florida; provided such card does not include a credit feature.”

4. Section 1(k) of the Agreement is hereby amended by deleting “, and deposit programs” from the definition of “Secondary Financial Service Products”. The revised definition shall read:

“ ‘Secondary Financial Service Products’ means installment loan products and revolving loan products.”

5. The following definition is 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.”

6. Certain Financial Service Products or services under this Agreement may be offered through Bank’s affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank’s rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank’s affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank’s affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank’s or Bank’s affiliate’s standard deposit agreements. Alumni Association will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank’s or Bank’s affiliate’s, marketing channels, including certain banking centers.
7. Alumni Association agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of Alumni Association’s promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. For the sake of clarity, the parties have agreed that exclusivity promised by the Alumni Association for Deposits shall not prohibit the University of South Florida credit union program; provided, however, that University of South Florida credit union does not use either: (1) the same Trademarks as this Program, or (2) the Mailing Lists.

8. Alumni Association shall permit Bank to advertise the Deposits Program on Alumni Association's home page and at other prominent locations within Alumni Association's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g. a checking account with debit card). Alumni Association will modify or remove such advertisements within twenty-four hours of Bank's request. Pages on the Alumni Association websites available to bank for advertising the Deposits Program shall include, without imitation, any "members only" or other restricted access pages.

9. During the term of the Deposit Program, Alumni Association will receive the royalties set forth below in consideration for Alumni Association's participation in the Deposits Program. Deposit Account royalties will not be paid to Alumni Association on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.
 - (a) 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

 - (b) 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

 - (c) \$3.00 (three dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$1.50 (one dollar and fifty cents) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

 - (d) 0.03 % (three one-hundredths of one percent) of "Net New Purchases" (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

"Net New Purchases" equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of

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

10. The royalties for Deposits set forth in Section 9 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Sections 9(c) and 9(d) of this Addendum directly to Alumni Association and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that Alumni Association receives or may receive under the Agreement. In addition, all royalties that accrue pursuant to Sections 9(a) and 9(b) of this Addendum shall, in lieu of direct payment to Alumni Association, be applied against any Advance(s) and/or Guarantee Amount that Alumni Association receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to Alumni Association as set forth in Sections 9(a) and 9(b) of this Addendum.
11. Alumni Association acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. Bank agrees that it shall not, when using Alumni Association's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless Alumni Association consents to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
12. The term of the Deposits Program shall run co-terminous with the term of the Program. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
13. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and Alumni Association shall not take any action to cause the removal of, Alumni Association's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing

such Mark. After notice of non renewal of either the Deposits Program or the Agreement has been given by either party, and prior to the expiration or earlier termination of either the Deposits Program or the Agreement, Bank agrees that it will not force reissue the debit cards en masse. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to Alumni Association; provided that Bank will not imply an endorsement of such other Bank deposit product or service by Alumni Association.

14. Section 5 of the Agreement is hereby amended by adding the following new subsection 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 Effective Date, has more than a de minimis adverse impact on Bank’s deposits business, as determined by Bank in its discretion (“Impact”), then Bank may notify Alumni Association in writing of Bank’s desire to renegotiate the deposits Royalties and any other financial terms in this Addendum to address the Impact. If, within thirty (30) business days after Alumni Association’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that modifies the deposits Royalties and other financial terms to address the Impact, Bank shall have the right to deem this Addendum void and of no further force or effect, without penalty or liability to Alumni Association, upon ninety (90) days advance written notice.”

15. In the event that Applicable Law has or will have a material adverse effect on Bank’s deposits business (as determined in Bank’s sole discretion) (“Event”), Bank may notify Alumni Association in writing of Bank’s desire to renegotiate the terms of this Addendum to address the Event. If, within thirty (30) business days after Alumni Association’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 deem this Addendum void and of no further force or effect, without penalty or liability to Alumni Association, upon ninety (90) days advance written notice.

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

17. For a one (1) year period following the termination of the Deposit Program for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers. Notwithstanding the foregoing, Alumni Association may, after termination of the Deposits Program or the Agreement, offer persons who were Deposits Customers the opportunity to participate in another deposits or

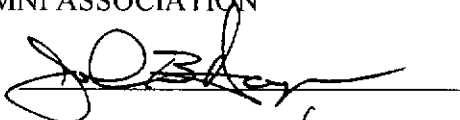
debit card program endorsed by Alumni Association provided the opportunity is not only made available to such persons but rather as part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of Bank, or Bank's affiliates, or offered any terms or incentives different from that offered to all Members.

18. Alumni Association and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by Alumni Association or Bank, respectively as the case may be, or its directors, officers or employees.
19. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

UNIVERSITY OF SOUTH FLORIDA
ALUMNI ASSOCIATION

By:



Name:

JOHN B. HARPER

Title:

EXECUTIVE DIR

Date:

6/25/09

FIA CARD SERVICES, N.A.

By:



Name:

MICHAEL L. PARSONS, JR

Title:

SVP

Date:

7-6-2009

Approved As To
Form and Legality

 6-25-09

Attorney USAF - ~~ation, Inc~~
Alumni Assoc.