

## AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and UNIVERSITY OF TAMPA NATIONAL ALUMNI ASSOCIATION, having its principal place of business in Tampa, Florida (hereinafter referred to as "UTNAA") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS") for themselves, their successors and assigns.

### 1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A.
- (b) "Anniversary Date" means October 31, 1994 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Credit Card Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services and travel and entertainment card services.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of UTNAA plus other participants designated by UTNAA.
- (g) "Program" means those programs and services of the Credit Card Services MBNA America agrees to offer and UTNAA agrees to accept from time to time.
- (h) "Trademarks" means any logo, servicemark, tradaddress, tradename, or trademark presently used or acquired by UTNAA during the term of this Agreement.

### 2. AGREEMENT TO PROVIDE FINANCIAL SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the program to the Members, and to directly compensate UTNAA with Royalties generated thereby, and UTNAA agrees to exclusively endorse the Program and provide MBNA America and TNGS with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members.

### 3. RIGHTS AND RESPONSIBILITIES OF UTNAA

(a) UTNAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Credit Card Services of any organization other than MBNA America. UTNAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Credit Card Services. UTNAA further agrees that during the term of this Agreement, no UTNAA publication shall carry advertisements for any other Credit Card Service.

(b) UTNAA authorizes MBNA America and TNGS to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) UTNAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America and/or TNGS which shall not be unreasonably withheld or delayed.

(d) UTNAA shall provide MBNA America and TNGS with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UTNAA.

(e) UTNAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America and/or TNGS to ~~U of T.~~ *UTNAA*

(f) UTNAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UTNAA grants MBNA America a limited, non-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 of any successor corporation or organization as well as any Trademarks used or acquired during the term of this Agreement. *ju*

Nothing stated in this Agreement prohibits UTNAA 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 Credit Card Services.

(g) UTNAA shall provide MBNA America with a subscription without charge to any and all UTNAA publications.

### 4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA AND TNGS

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America and/or TNGS shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials mailed by TNGS.

(c) MBNA America and/or TNGS 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 an individual Customer's or Member's accounts independent of UTNAA and TNGS.

(e) MBNA America and TNGS shall use the Mailing Lists consistent with this Agreement and shall not permit any other person to use the Mailing Lists for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including without limitation, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions.

The Mailing Lists are and shall remain the sole property of UTNAA. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by UTNAA.

(f) MBNA America may choose any other person or entity to assist it in fulfilling its obligations under this Agreement.

## **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay to UTNAA all Royalties set forth in Schedule A. UTNAA shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

## **6. CROSS INDEMNIFICATION**

UTNAA, TNGS and MBNA America, will indemnify and hold harmless the other parties, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by UTNAA, TNGS or MBNA America respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing ( in the manner provided for in this Agreement ) of notice of any claims or complaints that may result in the indemnification of the other party.

## **7. RATE AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform UTNAA prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

## **8. CONFIDENTIALITY OF AGREEMENT**

MBNA America, TNGS and UTNAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent ( assignment of this Agreement shall not be a violation of this provision ). However, MBNA America, TNGS and UTNAA shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

## **9. TERM OF AGREEMENT**

(a) The initial term of this Agreement will be for a three (3) year period beginning October 31, 1991 until October 31, 1994. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least 90 days prior to the Anniversary Date as it may be extended, to the other party of its intention not to renew.

(b) Schedule A is accurate as of October 31, 1991, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America and TNGS shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by UTNAA to the Members. Upon termination or expiration of this Agreement, UTNAA shall not take action with MBNA America, TNGS or any other person to cause the removal of its identification from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

## **10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

## **11. TERMINATION**

(a) In the event of any material breach or default of this Agreement by MBNA America, TNGS or UTNAA, a nonbreaching or nondefaulting party affected by this breach may in its sole discretion cancel this Agreement by giving sixty (60) days written notice to the other parties, provided that the other parties have been given a reasonable opportunity to cure the breach or default.

(b) If MBNA America or UTNAA becomes insolvent in that its liabilities exceed 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, this Agreement shall immediately terminate. Any licenses granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

## **12. MISCELLANEOUS**

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

(b) The obligations in Sections 6, 8 and 9 (c) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future 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 the Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained therein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to UTNAA:

UNIVERSITY OF TAMPA NATIONAL ALUMNI ASSOCIATION  
401 W. Kennedy Blvd.  
Tampa, Florida  
ATTENTION: Mr. Phil Hills, Alumni Director

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713  
ATTENTION: Mr. Terrance R. Flynn, Senior Vice President

(iii) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES  
855 Boylston Street  
Boston, Massachusetts 02116  
ATTENTION: Mr. Al Tringali, Senior Vice President

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

(g) This Agreement 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 either party or its employees, officers or agents shall be valid and binding.

(h) It is agreed and understood that MBNA America, TNGS and UTNAA are not agents, representatives or employees of each other.

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

(j) TRANS NATIONAL GROUP SERVICES, is the designation of its trustees for the time being under Declaration of Trust dated November 30, 1988. UTNAA must look solely to TNGS's assets for the enforcement of any claims against TNGS, as neither the trustees, officers nor beneficiaries of TNGS assume any personal liability for obligations entered into on behalf of TNGS.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

UNIVERSITY OF TAMPA

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991

By: \_\_\_\_\_

Title: \_\_\_\_\_

MBNA AMERICA BANK N.A.

Dated this 31 day of October, 1991

By: James M. Moore

Title: Exec Senior Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 4th day of November, 1991

By: \_\_\_\_\_

Title: Senior Vice President Financial Services

## SCHEDULE A

### I. RATES

- \* There is NO Annual Fee for the first year for the Members.
- \* The Annual Fee when applies is : \$40.00 Gold, \$20.00 Preferred.
- \* The current Annual Percentage Rate is 18.9% for alumni and 19.8% for students.

### II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay UNIVERSITY OF TAMPA NATIONAL ALUMNI ASSOCIATION a Royalty calculated according to the following schedule:

- \* \$1.00 for every new account opened by a Member.
- \* \$3.00 for each year an account is renewed, applicable Annual fee is paid, and active charging privileges are in force.
- \* \$0.15 per retail transaction made on all credit card accounts (net refunds and returns).

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

5-91  
10-29-91 Revised  
DT:jk

**ADDENDUM**  
**TO THE UNIVERSITY OF TAMPA NATIONAL ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 15th day of June, 1994 by and between University of Tampa National Alumni Association, having its principal place of business in Tampa, Florida ("UTNAA"), and MBNA America Bank, N.A., a national banking association ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UTNAA entered into an agreement with Trans National Group Services, a Massachusetts business trust ("TNGS"), and MBNA America, last dated November 4, 1991 (the "Original Agreement"); and

WHEREAS, TNFS Limited Partnership, as sole successor in interest to TNGS, has assigned all of its right, title and interest in the Original Agreement to MBNA America and MBNA America has accepted said assignment; and

WHEREAS, TNFS Limited Partnership, as sole successor in interest to TNGS, is no longer a party to the Original Agreement; and

WHEREAS, UTNAA and MBNA America wish to amend the Original Agreement to modify certain pricing, Royalty and solicitation provisions.

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

1. The above recitals are incorporated herein. Capitalized terms used but not otherwise herein defined are used as defined in the Original Agreement.
2. The term "Member," when used herein and in the Original Agreement, shall be defined as follows: "Members" means any alumni member in good standing of UTNAA (an "Alumni Member"), and other participants mutually agreed to by UTNAA and MBNA America.
3. The term of the Original Agreement shall be extended through and including October 31, 1999 and shall thereafter be automatically extended for any renewal term as described in the Original Agreement. The term of this Addendum shall be concurrent with the term of the Original Agreement, as amended by this Addendum (the "Agreement").
4. In each calendar year during the term of this Agreement, UTNAA shall allow MBNA America to complete no less than two (2) full direct-mail solicitation campaigns and two (2) full telemarketing solicitation campaigns to all or any portion (as determined by MBNA America) of the Mailing List.
5. UTNAA shall use its best efforts to secure MBNA America the right to have exclusive table and direct promotions at all Institution-controlled locations and Institution-sponsored functions.
6. From the date of this Addendum and subject to MBNA's right to modify the terms and features of the Program, there shall be no annual fee for Program credit card accounts held by Alumni Members. The annual fees specified in the Original Agreement shall remain applicable for Program credit card accounts held by Customers who are not Alumni Members.

7. Schedule A, Section II of the original Agreement is hereby amended and restated in its entirety as follows:

During the term of this Agreement, or any extension thereof, MBNA America will pay UTNAA a royalty calculated according to the following schedule, for those accounts with active charging privileges.

#### **ALUMNI ACCOUNTS**

(a) One Dollar (\$1.00) for each new Program credit card account opened by an Alumni Member which remains open for ninety (90) consecutive days. MBNA America shall provide this Royalty approximately forty-five (45) days after the end of each calendar quarter.

(b) One Dollar (\$1.00) each full twelve (12) month period that a Credit Card Account is renewed and an Annual Fee is paid by a Customer, or 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 that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such royalty last accrued.

(c) Five-tenths (.50) of one percent (1) of all retail purchase transactions (net of any refunds, returns and fraudulent transactions, which shall be deducted by MBNA America) made by Alumni Members using their Program credit card accounts. MBNA America shall provide this Royalty approximately forty-five (45) days after the end of each calendar quarter.

(d) UTNAA will receive 2% of net phone transaction volume (net refunds and fraudulent calls) made through these benefits by Alumni Members who have a credit card account in good standing opened pursuant to the Program. Phone transactions will not qualify for any other transaction-based royalty.

#### **STUDENT ACCOUNTS**

(a) One Dollar (\$1.00) for each new Program credit card account opened by an Student Member which remains open for ninety (90) consecutive days. MBNA America shall provide this Royalty approximately forty-five (45) days after the end of each calendar quarter.

(b) One Dollar (\$1.00) each full twelve (12) month period that a Credit Card Account is renewed and an Annual Fee is paid by a Customer, or 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 that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such royalty last accrued.

(c) Four-tenths (.40) of one percent (1) of all retail purchase transactions (net of any refunds, returns and fraudulent transactions, which shall be deducted by MBNA America) made by Student Members using their Program credit card accounts. MBNA America shall provide this Royalty approximately forty-five (45) days after the end of each calendar quarter.

9. Upon full execution of this Agreement, MBNA America shall make a one-time payment of \$2,000 (two thousand dollars) for the sole purpose of supporting the University of Tampa National Alumni Association.

10. Provided UTNAA allows for the full implementation of program marketing (direct mail, telemarketing, on-campus promotions) and upon completion of the first telemarketing campaign, MBNA America agrees to pay UTNAA \$5,000 (five thousand dollars) as an advance on future royalties.

11. In the event of a conflict between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control.

12. 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.

13. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (except for its conflicts of law provisions), and shall be deemed for all purposes to have been made and fully performed in the State of Delaware.

14. The Agreement 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 part or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed and delivered this Addendum as of the date indicated below, and such party and its representative warrant that such representative has been duly authorized to execute and deliver this Addendum for and on behalf of such party.

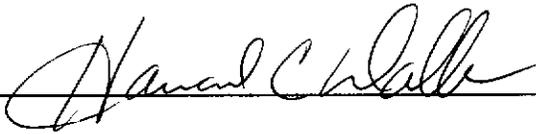
**UNIVERSITY OF TAMPA  
NATIONAL ALUMNI ASSOCIATION**

**MBNA AMERICA BANK, N.A.**

By: David T. Bera

Name: DAVID T. BERA

Title: V.P. in Development  
and University Relations

  
\_\_\_\_\_  
\_\_\_\_\_

**TERM EXTENSION ADDENDUM TO THE UNIVERSITY OF TAMPA NATIONAL  
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 5th day of March, 2001 by MBNA and between University of Tampa National Alumni Association ("UTNAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UTNAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement last dated November 4, 1991, as the same was amended by addendum dated June 15, 1994 (the "Agreement"); and

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

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

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

2. The current term of the Agreement is hereby extended to end on October 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. The Agreement is hereby amended by adding the following to the end of Section 1(c):

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.

4. The Agreement is hereby amended by deleting Section 1(f) in its entirety and replacing this with the following:

(f) "Member" means: (i) an undergraduate or graduate student of the University of Tampa (each a "Student Member"); and (ii), alumni of the University, a member of UTNAA, friends, faculty and staff of the University of Tampa, fans, ticket holders, donors and contributors of any University of Tampa athletic team or athletic department and/or other potential participants mutually agreed to by UTNAA and MBNA America (each an "Alumni Member").

5. Schedule A Section II of the Agreement is hereby amended and restated in its entirety as follows:

**ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay UTNAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for UTNAA 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. \$3.00 (three dollars) 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)).
5. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

Except where otherwise provided, payment for the above sections shall be made approximately forty five (45) days after the end of each calendar quarter.

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

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes

to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

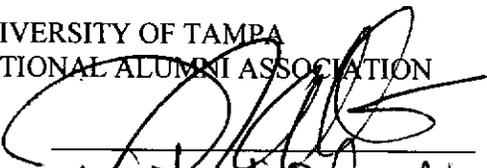
UNIVERSITY OF TAMPA  
NATIONAL ALUMNI ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
Natalie Festa  
Asst. Alum./Pos. Rel.  
3/25/02

MBNA AMERICA BANK, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
Michael Durrah  
SEVP  
April 23, 2002

**REVISED**  
**TERM EXTENSION ADDENDUM TO THE UNIVERSITY OF TAMPA NATIONAL  
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 25th day of March, 2002 by and between University of Tampa National Alumni Association ("UTNAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns and replaces in its entirety that Term Extension Addendum dated March 25, 2002 by and between the parties hereto.

WHEREAS, UTNAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement last dated November 4, 1991, as the same was amended by addendum dated June 15, 1994 (the "Agreement"); and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on October 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by adding the following to the end of Section 1(c):

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.
4. The Agreement is hereby amended by deleting Section 1(f) in its entirety and replacing this with the following:

(f) "Member" means: (i) an undergraduate or graduate student of the University of Tampa (each a "Student Member"); and (ii), alumni of the University, a member of UTNAA, friends, faculty and staff of the University of Tampa, fans, ticket holders, donors and contributors of any University of Tampa athletic team or athletic department and/or other potential participants mutually agreed to by UTNAA and MBNA America (each an "Alumni Member").
5. Effective as of the first day of the calendar quarter beginning April 1, 2002, Schedule A Section II of the Agreement is hereby amended and restated in its entirety as follows:

## ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UTNAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for UTNAA 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. \$3.00 (three dollars) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
3. \$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.
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 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)).
6. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

Except where otherwise provided, payment for the above sections shall be made approximately forty five (45) days after the end of each calendar quarter.

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

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

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

UNIVERSITY OF TAMPA  
NATIONAL ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

**WORLD POINTS ADDENDUM  
TO THE UNIVERSITY OF TAMPA NATIONAL ALUMNI ASSOCIATION  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17<sup>TH</sup> day of July, 2006, by and between University of Tampa National Alumni Association ("UTNAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, UTNAA and BANK are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein BANK provides certain financial services to certain persons included in certain lists provided to BANK by or on behalf of UTNAA; and

WHEREAS, UTNAA and BANK mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of UTNAA'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, UTNAA 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. 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. 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 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 UTNAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., *World Points*). BANK reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. UTNAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than BANK programs). Subject to the foregoing, all of UTNAA's promises arising from its exclusive arrangement with BANK in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, UTNAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
6. Upon termination or expiration of the Agreement, or any aspect of the Program, UTNAA shall not take action to cause the removal of UTNAA'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 BANK 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, UTNAA hereby grants to BANK a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UTNAA represents and warrants that UTNAA has full right, power and authority to license the Marks to BANK as provided in the Agreement and this Addendum.

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

8. 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 TAMPA  
NATIONAL ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: T. Hillman

By: Sandra Wirt

Name: Todd Morris  
Title: Director of Alumni & Parent Relations

Name: Sandra Wirt

Title: \_\_\_\_\_

Title: SVP

Date: 7/25/06

Date: 8/22/06

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. Customers may be able to select credit protection as a benefit under the Program.

### II. Reward Credit Card Account Royalties

During the term of this Agreement, BANK will pay UTNAA 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 BANK for any prior overpayment of Royalties by BANK:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50 % of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.