

AMENDED AND RESTATED  
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 15<sup>th</sup> day of February, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and the UNIVERSITY OF UTAH FOR ITS ALUMNI ASSOCIATION, having its principal place of business in Salt Lake City, Utah ("UUAA"), for themselves, and their respective successors and assigns.

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

WHEREAS, UUAA and MBNA America mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" mean a credit card account opened by MBNA America in response to marketing efforts made by MBNA America pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by UUAA as a student of the University of Utah.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs. **This definition shall not include: (i) the credit line program between UUAA and the Bank of America and the Quest program, as such programs are currently structured and delineated as of the date of this Agreement; and (ii) residential mortgage programs.**

- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means any **general** member of UUA, a student or graduate of the University of Utah and/or other potential participants mutually agreed to by UUA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UUA or the University of Utah during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF UUA

- (a) UUA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of Mailing List 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; and (iii) no UUA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) UUA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) UUA authorizes MBNA America to solicit the Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) UUA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UUA's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, UUA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by UUA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UUA. **Such Alumni and Student Mailing Lists** shall contain at least one hundred eighty thousand (180,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) UUA A 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 UUA A.

(g) UUA A 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 permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits UUA A 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) UUA A shall provide MBNA America with a subscription without charge to any and all UUA A **general circulation** publications.

### 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 UUA A.

(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 UUA A.

(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 UUA A. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by UUA A.

### 4. REPRESENTATIONS AND WARRANTIES

(a) UUA A and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

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

## 5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to UUAAs. 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.

## 6. CROSS INDEMNIFICATION

UUAAs and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UUAAs or MBNA America, respectively as the case may be, or its directors, officers or employees. UUAAs will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party. **MBNA America acknowledges that UUAAs is a governmental agency under the Utah Governmental Immunity Act and nothing in this Agreement is intended to waive or abandon any rights or defenses otherwise available to UUAAs under said act. Further, any liability under this Agreement on the part of UUAAs is limited to the assets of UUAAs and does not extend to any other assets of the University of Utah or the State of Utah.**

## 7. PROGRAM ADJUSTMENTS

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

Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account. **The non-introductory annual percentage rate and annual fee of the Program shall be among the most favorable of the non-introductory annual percentage rates and annual fees offered in conjunction with other programs offered by MBNA America to Western Athletic Conference alumni associations with Royalty and Guarantee structures substantially similar to the Program's Royalty and Guarantee structure.**

#### 8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and UUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

#### 9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on **June 1, 2001**. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

#### 10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles), **with the sole exception being the application of Utah law in interpretation of the Utah Governmental Immunity Act**, 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 of this Agreement by MBNA America or UUAA, 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 UUA A becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by UUA A to the Members. Upon termination of this Agreement, UUA A shall not attempt to cause the removal of UUA A'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.

## **12. CUSTOMER LIST**

(a) Upon the request of UUA A, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). UUA A shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.

(b) Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. UUA A shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, UUA A warrants that UUA A and all its employees, volunteers, agents and/or representatives of UUA A who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. UUA A shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.

(c) Because the nature of each Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by UUA A or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each name, address or other type or category of information used in violation of this Section, with the amount of damages not to exceed one hundred thousand

dollars (\$100,000.00) per breach. In addition, UUA A agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UUA A and/or its employees, volunteers, agents or representatives of this Section.

13. 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 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to the University of Utah for its Alumni Association:

155 South Central Campus Drive  
Salt Lake City, Utah 84112

ATTENTION: Mr. M. John Ashton,  
Executive Director

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
400 Christiana Road  
Newark, Delaware 19713

ATTENTION: Division Manager,  
Group Administration/Sales

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address. If UUAA is providing MBNA America with notice pursuant to Section 9 herein, UUAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(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, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, UUAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of UUAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and UUAA 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 UUAA 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.

THE UNIVERSITY OF UTAH  
FOR ITS ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: [Signature]  
Name: MR. JOHN ASHTON  
Title: EXECUTIVE DIRECTOR

By: [Signature]  
Name: WILLIAM P. MORRISON  
Title: SEVP

## 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. The current annual percentage rate for Alumni Customers will be a variable rate of prime plus 8.9%. The current annual percentage rate for Student Customers will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. 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 NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 16.9%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UUA 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. \$3.00 (three dollars) 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% (five tenths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

#### B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and

unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

#### C. 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. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

#### D. ADVANCES AND GUARANTEES

1. MBNA America guarantees that UUAA will receive a minimum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in Royalties during the initial term of the Agreement (the "Royalty Guarantee"). If on the last day of the initial term of the Agreement UUAA has not earned \$1,500,000.00 in Royalties, MBNA America will pay UUAA the difference between the Royalty Guarantee and the compensation earned during the initial term of this Agreement. Notwithstanding the foregoing, the Royalty Guarantee shall not be due in the event that (1) the Agreement is terminated early, or (2) UUAA is in breach of this Agreement. Payment of the Royalty Guarantee is expressly contingent upon the following conditions:

(a) UUAA permits MBNA America to implement two direct mail campaigns to the full Mailing List during each year of the initial term of the Agreement.

(b) UUAA permits MBNA America to implement on-campus promotion campaigns at major events during each year of the initial term of the Agreement.

(c) UUAA permits MBNA America to implement two telemarketing campaigns to the full Mailing List during each year of the initial term of the Agreement.

2. (a) All advance payments to UUAA are expressly conditioned upon: (i) the Agreement remaining in full force and effect during the entire initial five (5)

year term; (ii) UUAA permitting MBNA America to complete no less than two (2) direct mail solicitations and no less than two (2) telemarketing solicitations during each year of the initial five (5) year term of the Agreement; and (iii) the total advance payments to UUAA not exceeding Nine Hundred Thousand Dollars (\$900,000.00). Subject to these conditions, MBNA America shall advance an amount of One Hundred Thousand Dollars (\$100,000.00) to UUAA upon the full execution and delivery of this Agreement and Two Hundred Thousand Dollars (\$200,000.00) each **June 30th during the initial term of this Agreement beginning on June 30, 1996;** said amount(s) to be deducted from future royalties earned by UUAA under this Agreement and to be applied toward the Royalty Guarantee.

(b) If at the end of the five (5) year initial term all of the conditions set forth in Section 2(a) above have been satisfied, UUAA may keep all advances that have not been deducted from royalties due under this Agreement.

(c) In the event that the conditions set forth in Section 2(a) above have not been satisfied, UUAA agrees that (i) no future advances will be due UUAA, and (ii) the portion of the advances paid to UUAA that have not been deducted from royalties due under this Agreement shall become immediately due and payable to MBNA America from UUAA.

#### **E. ADDITIONAL PAYMENT**

During the initial term of this Agreement, MBNA America shall pay UUAA an additional Five Thousand Dollars (\$5,000.00) per year, which sum shall not be applied toward the Royalty Guarantee or be considered an advance.

## INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of January, 1998 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America"), and UNIVERSITY OF UTAH ALUMNI ASSOCIATION, ("U OF U"), for themselves, and their respective successors and assigns, agree as follows:

1. U OF U and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Affinity Agreement, are parties to an affinity agreement, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of U OF U.
2. MBNA America may offer auto insurance (the "Auto Insurance Products") to the members of U OF U and/or other potential participants mutually agreed to by U OF U and MBNA America (the "Members"). MBNA America shall select those programs and services of the Auto Insurance Products MBNA America agrees to make available pursuant to this Addendum from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features. MBNA reserves the right to make periodic adjustments to the Insurance Program and its terms and features. MBNA shall notify U of U of material adjustments to the Insurance Program; however, the failure to provide such notice shall not be deemed a breach of this Addendum.
3. U OF U authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. U OF U shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and otherwise using mailing materials for the Insurance Program.
4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, U OF U shall provide MBNA America with an updated and current mailing list that contains the names, postal addresses and phone numbers of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristics (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least one hundred sixty thousand (160,000) names with corresponding postal addresses and, when available, telephone numbers. MBNA America shall use the Mailing Lists provided pursuant to this Addendum consistent with this Addendum 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 Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of U OF U. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Addendum and/or the Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by U OF U.
5. U OF U hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by U OF U during the term of this Addendum (each, a "Trademark"). This license shall be transferred upon assignment of this Addendum and/or the Affinity Agreement. This license shall remain in effect for the duration of this Addendum 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. U OF U shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain U OF U's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Addendum prohibits U OF U 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 Auto Insurance Products.

6. U OF U agrees that during the term of this Addendum: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Auto Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) 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 Auto Insurance Products. However, other organizations promoting Auto Insurance Products may advertise in the U of U magazine and at U of U events provided that promotion or advertisement does not contain an express or implied endorsement by U of U of said organization or the advertised Auto Insurance Product.

7. U OF U shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by U OF U that is intended for MBNA America (e.g., applications, payments, inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

8. During the term of this Addendum, MBNA America shall pay quarterly compensation to U OF U as follows:

(a) \$3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Member who is responding to a contact made under the Insurance Program.

(b) \$5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an Automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.

9. MBNA America's payments to U OF U (i) are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Affinity Agreement, and the compensation referenced in the Affinity Agreement shall not apply to Auto Insurance Products. All payments due under this Addendum are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then due shall be made within forty-five (45) days after the end of each calendar quarter.

10. The terms of this Addendum, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Addendum ("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 Addendum or as mutually agreed in writing. MBNA America and U OF U 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.

11. In the event of any material breach of this Addendum by MBNA America or U OF U, the other party may terminate this Addendum (but not the Affinity 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 Addendum. 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 Addendum shall terminate sixty (60) days after the Cure Period. 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.

12. Upon termination of this Addendum, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) U OF U shall not attempt to cause the removal of U OF U's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Addendum; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Addendum; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 10, 12 and 14 of this Addendum shall survive. 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 Addendum to be communicated by U OF U to the Members. Such approval shall not be unreasonably withheld or delayed.

13. U OF U and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Addendum:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Addendum and to perform its obligations under this Addendum.
- (c) This Addendum 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.
- (d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Addendum, except such as have been obtained and are in full force and effect.
- (e) The execution, delivery and performance of this Addendum by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

14. U OF U represents and warrants to MBNA America as of the date hereof and throughout the term of this Addendum that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Addendum. U OF U 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. 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.

15. This Addendum cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Addendum shall not be deemed a waiver of such right or any other rights. If any part of this Addendum 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 Addendum which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. 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.

16. This Addendum 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. This Addendum contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. MBNA America may utilize the services of any third party in fulfilling its obligations under this Addendum.

17. MBNA America and U OF U 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 Addendum. Nothing expressed or implied in this Addendum is intended or shall be construed to confer upon or give any person other than U OF U and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Addendum.

18. All notices relating to this Addendum 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 U OF U:

University of Utah  
155 South Central Campus Drive  
Salt Lake City, Utah 84112

ATTENTION: Executive Director

(2) If to MBNA America:

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

ATTENTION: Insurance Division Manager

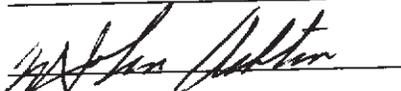
Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

19. Notwithstanding any other provision of the Affinity Agreement, the initial term of this Addendum will begin on the Effective Date and end on December 31, 2002. This Addendum will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. The expiration or termination of the Affinity Agreement shall not terminate this Addendum. If the Affinity Agreement expires or terminates, MBNA America may terminate this Addendum upon notice to U OF U. If either MBNA America or U OF U 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 Addendum.

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

UNIVERSITY OF UTAH  
ALUMNI ASSOCIATION

By:



Name:

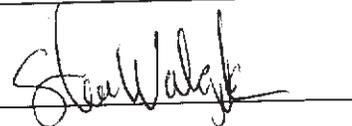
MR JOHN ASHTON

Title:

Executive Director

MBNA AMERICA BANK, N.A.

By:



Name:

Title:

## GOLD OPTION ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 3rd day of August, 1999, by and between UNIVERSITY OF UTAH ALUMNI ASSOCIATION ("UUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, UUAA and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option"): (i) as a financial service provided by MBNA America; and (ii) as another part of UUAA'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 agreements contained herein, UUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that Gold Option (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, to some or all of the persons included on the lists provided by UUAA under the Agreement.
3. UUAA agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. Subject to the foregoing, all of UUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, UUAA will receive the royalties set forth on Attachment #1, Section II for Gold Option accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, UUAA shall not take action to cause the removal of UUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks

appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, UUA A hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UUA A represents and warrants that UUA A has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. 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. 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 and shall be deemed for all purposes to be made and fully performed in Delaware.

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

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: MR. JOHN ASHTON

Name: JOHN C RICHMOND

Title: EXECUTIVE DIRECTOR

Title: SEVP

Date: 7/15/99

Date: 8/3/99

## Attachment #1

### I. Gold Option Brief Product Description

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

- A) Gold Option is a **no annual fee** revolving loan-type product.
- B) Customers can request that checks be drawn upon a predetermined line of credit.
- C) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- D) Fixed monthly payments may be tailored to customer's monthly needs.
- E) The current annual percentage rate is as low as 9.99%.

### II. Gold Option Royalties

- A) \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- B) 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- C) \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.



(A)

MBNA Insurance Agency  
20 Montchanin Road  
Greenville, Delaware 19884-0714

November 15, 2000

Mr. John Ashton  
Executive Director of the Alumni Association  
University of Utah Alumni Association  
155 South Central Campus Drive  
Salt Lake City, UT 84112

Dear Mr. Ashton,

We are aware that the University of Utah Alumni Association desires to terminate the Insurance Addendum wherein MBNA America Bank, N.A. ("MBNA") provides auto insurance products to members of the University of Utah Alumni Association. In order to facilitate this termination we have prepared this letter to be executed by both parties. Pursuant to the following, the University of Utah Alumni Association and MBNA (i) now wish to terminate the Insurance Addendum ("Termination") and provide mutual releases and (ii) agree upon their respective rights and duties following Termination.

MBNA America Bank, N.A. shall still retain the right to market insurance products to University of Utah Alumni Association who are MBNA cardholders on a non-endorsed basis and would not be responsible for paying compensation to the University of Utah Alumni Association.

Within forty-five days of the 4th calendar quarter of 2000, MBNA shall pay compensation due to the University of Utah Alumni Association under the Insurance Addendum up to and through the Termination Date.

To acknowledge your agreement with the above, please countersign both copies of this letter where indicated below and return one to me.

Sincerely,  
MBNA America Bank, N.A.

By: [Signature]  
Name: M. S. SCHUCH  
Title: SEVP

Accepted and agreed to:  
University of Utah Alumni Association

By: [Signature]  
Name: MR. JOHN ASHTON  
Title: EXECUTIVE DIRECTOR

**UNIVERSITY OF UTAH ALUMNI ASSOCIATION  
TERM EXTENSION ADDENDUM**

THIS ADDENDUM and ATTACHMENT #1 (the "Addendum") is entered into this 15 day of JUNE, 2001 by and between **University of Utah Alumni Association** ("UUAA"), and **MBNA America Bank, N.A.** ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, UUAA and MBNA America mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UUAA 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 June 30, 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. In addition to UUAA's obligations under the Agreement to exclusively endorse the Program, UUAA 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.
4. During the term of the Agreement, UUAA will receive the compensation set forth on Attachment #1, Section II [E].
5. 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 Utah Alumni Association

By:

*[Signature]*

Name:

Mr. JOHN ASHTON

Title:

Executive Director

Date:

6/15/01

MBNA AMERICA BANK, N.A.

By:

*[Signature]*

Name:

Michael Durvoh

Title:

Senior Executive Vice President

Date:

June 28, 2001

ATTACHMENT #1

E. ROYALTY ADVANCE

1. Subject to the provisions set forth below and the terms and conditions of the Agreement, MBNA America shall pay UUAA the sums and upon the dates set forth below as an advance against future Royalties. All Royalties accrued shall, in lieu of direct payment to UUAA, be applied against the then aggregate of Advances (excluding any unrecouped Advances existing prior to the date hereof) until such time as all of the then paid Advance is fully recouped. Any Royalties accrued thereafter (until the payment of a subsequent Advance, if any) shall be paid to UUAA as set forth in this Agreement. Notwithstanding the foregoing, UUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the then paid Advance and the total amount of accrued Royalties credited by MBNA America against the then paid Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UUAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least 4 direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least 4 telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns to Students and Alumni (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.
- (vi) MBNA is prohibited for any reason from conducting a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

2. Date                      Amount of Advance

- a) 7/31/01                      \$200,000
- b) 1/31/02                      \$200,000
- c) 7/31/02                      \$200,000
- d) 1/31/03                      \$200,000

3. Each July during the term of the Agreement and subject to the conditions in section E(1)(i) through and including (vi), above, MBNA shall advance UUAA the sum of \$25,000 (which individually, in the aggregate and together with the Advances described in section E(2), above, shall constitute an Advance) if UUAA provides, or causes others to provide MBNA with access to the University of Utah Athletic venues (at no additional

cost to MBNA) during all regularly scheduled home games for tabling opportunities during the 12 month period following each July 31<sup>st</sup>. If MBNA is not provided with access or such access is terminated, then UUAA shall return any Advance paid under this section E(3) for such 12 month period.

4. Subject to the terms and conditions set forth in E(1)(i) through E(1)(vi), above, within 45 days following June 30<sup>th</sup> of each year until June 2005, MBNA shall pay UUAA an Annual account bonus of \$15,000 provided MBNA has opened 3,500 Credit Card Accounts during the immediately preceding 12 month period.

*JL*

**ADDENDUM TO THE UNIVERSITY OF UTAH  
ALUMNI ASSOCIATION AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17 day of December, 2003 by and between University of Utah Alumni Association ("UUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

*Me*  
WHEREAS, UUAA and MBNA America are parties to an amended and restated affinity agreement dated February 1, 1996, as the same was amended by addenda dated January 1, 1998, August 3, 1999, June 15, 2001, and April 4, 2003 (the "Agreement"); and

*MBNA*  
WHEREAS, UUAA and MBNA America mutually desire to amend the addendum dated June 15, 2001;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UUAA 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 Agreement is hereby amended by deleting Section E.4. of Attachment #1 to the addendum dated June 15, 2001 in its entirety and replacing this with the following new Section E.4:

Subject to the terms and conditions set forth in clauses (I) through (v) of Section E.1., above, within forty-five (45) days of each of June 30, 2003, June 30, 2004, and June 30, 2005, MBNA America shall pay to UUAA only one of the amounts listed below as an account bonus to be determined by the number of new Credit Card Accounts opened during the immediately preceding twelve (12) month period.

| <u>Number of New Credit Card Accounts</u> | <u>Account Bonus</u>                |
|---|-------------------------------------|
| Two Thousand Five Hundred (2,500)         | Five Thousand Dollars (\$5,000)     |
| Three Thousand (3,000)                    | Ten Thousand Dollars (\$10,000)     |
| Three Thousand Five Hundred (3,500)       | Fifteen Thousand Dollars (\$15,000) |

3. 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. 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 UTAH  
ALUMNI ASSOCIATION

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

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

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

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

*[Signature]*  
M. JOHN ASHTON  
EXECUTIVE DIRECTOR  
12/17/03

MBNA AMERICA BANK, N.A.

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

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

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

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

*[Signature]*  
Hal Erbine  
SVP  
1/9/04

**TRAVEL REWARDS ADDENDUM  
TO THE UNIVERSITY OF UTAH ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 9 day of April, 2003, by and between **University of Utah Alumni Association** ("UUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

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

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

the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

**UNIVERSITY OF UTAH ALUMNI  
ASSOCIATION**

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

|  |   |
|--|---|
| By: <u></u> | By: <u></u> |
| Name: <u>MR. JOHN ASHTON</u>   | Name: <u>Michael Durold</u>   |
| Title: <u>EXECUTIVE DIRECTOR</u>   | Title: <u>SEVP</u>  |
| Date: <u>4/15/03</u>   | Date: <u>5/14/03</u>  |

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

### II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$3.00 (three dollars) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

**ADDENDUM TO THE  
UNIVERSITY OF UTAH ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 2 day of May, 2006 by and between UNIVERSITY OF UTAH ALUMNI ASSOCIATION ("UUA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UUA and MBNA America are parties to an amended and restated affinity agreement dated February 1, 1996, as the same was amended by addenda dated January 1, 1998, August 3, 1999, June 15, 2001, April 4, 2003, and December 17, 2003 (collectively, the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UUA; and

WHEREAS, UUA 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, UUA 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 June 30, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. When used in this Addendum, the following terms have the following meanings
  - (a) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
  - (b) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
  - (c) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
  - (d) "Reward Business Card Account" means a Business Credit Card Account carrying the Reward Enhancement pursuant to the Program.
  - (e) "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. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.
4. Schedules A and B of the Agreement, including Attachment #1 of the Gold Option Addendum dated

August 3, 1999, are hereby deleted in their entirety and replaced with the new Schedule A in Attachment #1.

5. ROYALTY ADVANCES.

A. Upon full execution of this Agreement, and upon each annual anniversary of the Effective Date during the initial term of this Agreement, MBNA America shall pay to UUAU the advances set forth in Subsection B below (each, an "Advance"), as an Advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UUAU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UUAU as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UUAU hereunder, and (y) UUAU 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 (iv) below should occur:

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

(ii) UUAU breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

B. Within forty-five (45) days of full execution and within forty-five (45) days of each June 30<sup>th</sup>, thereafter, through and including June 30, 2010 and subject to the conditions in Section 7(A)(i) through and including (iv) above, MBNA America shall advance to UUAU the sum of \$265,000, which individually, in the aggregate and together with the Advances described as follows:

|    | Date       | Amount    |
|----|------------|-----------|
| 1. | 06/30/2006 | \$265,000 |
| 2. | 06/30/2007 | \$265,000 |
| 3. | 06/30/2008 | \$265,000 |
| 4. | 06/30/2009 | \$265,000 |
| 5. | 06/30/2010 | \$265,000 |

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

6. ROYALTY GUARANTEE.

UAAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million three hundred twenty five thousand dollars (\$1,325,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UAAA has not accrued \$1,325,000 in Royalties, MBNA America will pay UAAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UAAA during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the continued satisfaction of each of the following conditions:

- (i) this Agreement shall not be terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UAAA shall not breach this Agreement;
- (iii) MBNA America shall not be prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America shall not be prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

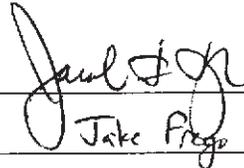
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

MBNA AMERICA BANK, N.A.

By:   
Name: MR. JOHN ASHTON  
Title: EXECUTIVE  
DIRECTOR

By:   
Name: Jake Progo  
Title: SVP

Date: 5/2/06

Date: 6/7/06

Attachment #1

Schedule A

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each consumer 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 consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (five tenths of one percent) of all retail purchase transaction dollar volume generated by alumni Customer using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$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. \$3.00 (three dollars) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Alumni Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume

generated by Alumni Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those 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 forty five (45) days of the end of the calendar year.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain 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 Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within forty five (45) days of the end of the calendar year.

E. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. BUSINESS CREDIT CARD ACCOUNTS

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

Credit Card.

1. Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by UUAA Customers using a Business Credit Card Account (except Business Rewards Credit Card Accounts) 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 tickets, or casino gaming chips).

G. BUSINESS REWARDS CREDIT CARD ACCOUNTS

Business Rewards Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and compensation provisions referencing Credit Card Accounts shall not apply to Business Rewards Credit Cards Accounts.

1. Ten basis points (.10%) of the retail purchase transaction dollar volume generated by UUAA Customers using a Business Rewards 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, person-to-person money transfers, money orders, bets, lottery tickets, or casino gaming chips).

H. BUSINESS GOLD RESERVE ACCOUNTS

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

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business 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 Business 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.

I. BUSINESS GOLD OPTION ACCOUNTS

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

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business 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 Business 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.

## ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 13th day of August, 2010 (the "Addendum Effective Date") by and between the University of Utah, for its Alumni Association ("UUAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UUAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of February 1, 1996 as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UUAA; and

WHEREAS, UUAA and Bank mutually desire to modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UUAA 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. Section 1 of the Agreement is hereby amended by adding the following new definition:

**"Affiliate"** means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

**"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.

**"Eligible Royalties"** means all Royalties that accrue and are payable under Schedule A of the Agreement as set forth on Attachment #1, attached hereto, with the exception of those Royalties that accrue and are payable pursuant to Section A.4 and B.4 of Schedule A.

**"GIP Account"** means a Credit Card Account opened pursuant to a GIP in which UUAA complies with the GIP provisions of this Agreement.

**"Group Incentive Program"** or **"GIP"** means any credit card marketing or program whereby UUAA conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

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

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

**"Reward GIP Account"** means a Reward Account opened pursuant to a GIP in which UUAA complies with the GIP provisions of the Agreement.

**"UUAA Affiliate"** means any Affiliate of UUAA.

3. The Agreement is hereby amended by deleting the following terms and accompanying definitions: "Business Gold Option Account", "Business Gold Reserve Account", "Gold Option Account" and "Gold Reserve Account".

4. Bank hereby acknowledges and agrees, notwithstanding anything else in the Agreement to the contrary, as of the Addendum Effective Date, and for the remainder of the term and any renewal term, UUAA shall have no obligation under this Agreement to include the names of matriculated students of University of Utah in any Mailing List to be provided to Bank pursuant to the Agreement.

5. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Addendum Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify UUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after UUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to UUAA, upon ninety (90) days advance written notice."

6. In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify UUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to UUAA, upon ninety (90) days advance written notice."

7. The following new Section 14 is hereby added to the Agreement:

**"14. GROUP MARKETING**

- (a) UUAA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by UUAA, including, but not limited to, any GIP ("**UUAA Marketing Effort**"). UUAA will give Bank sixty (60) days prior notice prior to engaging in any UUAA Marketing Effort.
- (b) All GIP marketing materials will be coded by UUAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle UUAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any UUAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any UUAA Marketing Effort. In furtherance of the above, UUAA shall immediately discontinue any or all UUAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. UUAA will not deviate from the approved materials and plan for any UUAA Marketing Effort without the prior written approval of Bank.

- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any UUAA Marketing Effort or of supporting any UUAA Marketing Effort will be promptly reimbursed by UUAA upon demand.
- (e) UUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any UUAA Marketing Effort.
- (f) UUAA will advertise all the products offered under the Program on UUAA's home page, account profile pages and such other prominent locations within the internet site(s) of UUAA as the parties shall mutually agree upon, all at UUAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle UUAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, UUAA will provide Bank with the ability to access any and all pages within the UUAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material."

8. Schedule A of the Agreement is hereby amended and restated in its entirety as set forth on Attachment #1, attached hereto.

9. That certain Addendum to the Agreement dated as of June 15, 2001 is hereby deleted from the Agreement in its entirety.

10. That certain Addendum to the Agreement dated as of December 17, 2003 is hereby deleted from the Agreement in its entirety.

11. That certain Travel Rewards Addendum to the Agreement dated as of April 9, 2003 is hereby deleted from the Agreement in its entirety.

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

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

**UNIVERSITY OF UTAH, FOR ITS  
ALUMNI ASSOCIATION**

**FIA CARD SERVICES, N.A.**

By: [Signature]  
Name: MR. JOHN ASHTON  
Title: EXEC. DIRECTOR  
Date: 8/17/10

By: [Signature]  
Name: Stephen T. Doan  
Title: S. J. P.  
Date: 8-25-10

## SCHEDULE A

### ROYALTY ARRANGEMENT

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

#### "A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty."

#### B. REWARD ACCOUNTS

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

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

otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account or for any Reward GIP Account.

2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### C. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

#### D. BUSINESS REWARDS ACCOUNTS

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

1. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards Account excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

#### E. ROYALTY ADVANCES

1. Bank shall pay to UAAA the advances set forth in Subsection 2 below (each, and "Advance") as an Advance against future Eligible Royalties, subject to the provisions set

forth below. All Eligible Royalties accrued shall, in lieu of direct payment to UUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to UUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) bank shall no longer be obligated to pay any additional Advances to UUAA hereunder, and (y) UUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) The Agreement is terminated prior to June 30, 2011;
  - (ii) UUAA breaches any of its obligations under this Agreement;
  - (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
  - (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.
2. Within forty-five days of each June 30, through and including June 30, 2010 and subject to the conditions in Section E.1(i) through and including (iv) above, Bank shall advance to UUAA the sum of \$265,000, which individually, in the aggregate and together with the Advances described as follows:

|    | <u>Date</u> | <u>Amount</u> |
|----|-------------|---------------|
| 1. | 06/30/2006  | \$265,000     |
| 2. | 06/30/2007  | \$265,000     |
| 3. | 06/30/2008  | \$265,000     |
| 4. | 06/30/2009  | \$265,000     |
| 5. | 06/30/2010  | \$265,000     |

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

#### E. ROYALTY GUARANTEE

UUAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than one million three hundred twenty five thousand dollars (\$1,325,000) (the "Guarantee Amount") by June 30, 2011, subject to the provisions set forth below. If on June 30, 2011 UUAA has not accrued \$1,325,000 in Eligible Royalties, Bank will pay UUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UUAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the continued satisfaction of each of the following conditions:

- (i) This Agreement shall not be terminated prior to June 30, 2011;
- (ii) UUAA shall not breach this Agreement;
- (iii) Bank shall not be 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; and

- (iv) Bank shall not be prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

# FIA CARD SERVICES®

9-20-2010

Mr. John Ashton  
Director, Alumni Relations  
University of Utah Alumni Association  
155 South Central Campus Drive  
Salt Lake City, Utah 84112

RE: The Amended and Restated Affinity Agreement by and between University of Utah for its Alumni Association ("UUAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), dated as of February 1, 1996, as the same has been amended (the "Agreement")

Dear Mr. Ashton:

The purpose of this letter agreement (the "Letter") is to amend the Agreement to amend and further clarify provisions in that certain Addendum to the Agreement dated as of August 13, 2010. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The parties hereby agree that FIA will not pay Royalties to UUAA for any GIP Accounts or Reward GIP Accounts opened by a Student Customer.

The parties hereby agree that the definition of "Eligible Royalties" in Section 2 of that certain Addendum to the Agreement dated as of August 13, 2010 is hereby amended to read in its entirety as follows:

"**Eligible Royalties**" means all Royalties that accrue and are payable under Schedule A of the Agreement as set forth on Attachment #1, attached hereto, with the exception of those Royalties that accrue and are payable pursuant to Section A.5 and B.4 of Schedule A."

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

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

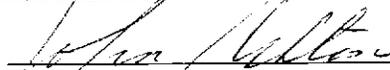
If you have any questions, please contact me at 469-201-4827

Sincerely,

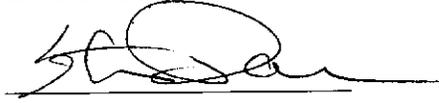


Nazanin Rad  
Assistant Vice President

ACCEPTED AND AGREED:  
UNIVERSITY OF UTAH, for its  
ALUMNI ASSOCIATION

BY:   
NAME: JOHN ASHTON  
TITLE: EXEC. DIRECTOR  
DATE: 9/23/10

ACCEPTED AND AGREED:  
FIA CARD SERVICES, N.A.

BY:   
NAME: Steve Doan  
TITLE: S. J. P.  
DATE: 10-4-10

**FIA CARD SERVICES®**

**Via Overnight Delivery**

February 3, 2011

Mr. M. John Aston  
Executive Director  
University of Utah for its' Alumni Association  
155 South Central Campus Drive  
Salt Lake City, Utah 84112

Dear Mr. Aston:

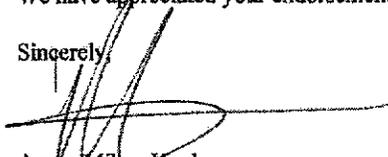
I am writing to inform you that following a comprehensive review of the University of Utah for its' Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated as of February 1, 1996, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement, as amended by that certain Addendum to the Agreement dated August 1, 2010.

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

We have appreciated your endorsement.

Sincerely,



Agnes Mikus-Hughes  
Vice President  
FIA Card Services, N.A.