

## AFFINITY AGREEMENT

This Agreement is entered into as of this 12<sup>th</sup> day of July, 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 FLORIDA ATLANTIC UNIVERSITY FOUNDATION, INC., having its principal place of business in Boca Raton, Florida ("FAUF") for themselves, and their respective successors and assigns.

WHEREAS, FAUF and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as amended by a Letter Addendum dated November 14, 1994 and a BusinessCard Addendum dated December 20, 1995 (collectively referred to as 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 FAUF; and

WHEREAS, FAUF and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, FAUF 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" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, deposit programs, and travel and entertainment card 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 a member of FAUF and/or other potential participants mutually agreed to by FAUF 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 FAUF during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF FAUF

(a) FAUF 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; and (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 its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, FAUF may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by FAUF of said financial institution or the advertised Financial Service Product.

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

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

(d) FAUF shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain FAUF's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, FAUF 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 FAUF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due FAUF. The initial Mailing List shall contain at least forty-five thousand (45,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) FAUF 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 FAUF. Notwithstanding the above, FAUF may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to FAUF. Any correspondence received by FAUF that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) FAUF 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 FAUF from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of FAUF.
- (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 FAUF.
- (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 FAUF. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by FAUF.

### 4. REPRESENTATIONS AND WARRANTIES

- (a) FAUF 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) FAUF 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. FAUF 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.

## 5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to FAUF. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide FAUF with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

## 6. PROGRAM ADJUSTMENTS

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

## 7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and FAUF 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.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or FAUF, 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 FAUF becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. ~~However, MBNA America may conclude all solicitation that is required by law.~~ However, MBNA may conclude all solicitation that is required by law (e.g., MBNA may market non-Program credit card offers to those persons who pass a prescreen).



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

11. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), and 10(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 FAUF:

Florida Atlantic University Foundation, Inc.  
777 Glades Road  
P. O. Box 3091  
Boca Raton, FL 33431-0991

ATTENTION: Ms. Judy Anderson  
Director of Alumni Affairs

(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.

(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. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and FAUF 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 FAUF 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.

FLORIDA ATLANTIC  
UNIVERSITY FOUNDATION, INC.

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

Name: DON F. TAYLOR

Title: EXECUTIVE DIRECTOR

MBNA AMERICA BANK, N.A.

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

Name: HOWARD C. WALLACE

Title: SENIOR EXECUTIVE  
VICE PRESIDENT

APPROVED AS TO FORM  
AND LEGALITY

Associate General Counsel  
Florida Atlantic University

JYD  
7/12/96

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



## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay FAUF 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 Non-Student and Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Non-Student and Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each 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. \$0.25 (twenty-five cents) for each retail purchase transaction made by a Non-Student Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. \$0.15 (fifteen cents) for each retail purchase transaction made by a Student Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

## BUSINESS CARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the \_\_\_ day of September, 1996, by and between FLORIDA ATLANTIC UNIVERSITY FOUNDATION, INC. ("FAUF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, FAUF and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, 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 FAUF; and

WHEREAS, FAUF and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard product ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of FAUF'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, FAUF 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 BusinessCard (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 BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. FAUF agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by FAUF in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, FAUF will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, FAUF shall not take action to cause the removal of FAUF'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, FAUF hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. FAUF represents and warrants that FAUF 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.

FLORIDA ATLANTIC UNIVERSITY  
FOUNDATION, INC.

By: 

Name: Carla L. Coleman

Title: Vice President

University Advancement

MBNA AMERICA BANK, N.A.

By: 

Name: HOWARD C. WALLACE

Title: **SENIOR EXECUTIVE  
VICE PRESIDENT**

APPROVED AS TO FORM  
AND LEGALITY

Associate General Counsel  
Florida Atlantic University

*JBR 12/6/96*

## ATTACHMENT #1

### I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account opened by a FAUF Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) 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. Terms of the benefits will be stated in the benefits brochure supplied each Customer.

- A. The current annual fee for each business card issued to an individual or business entity (other than FAUF) pursuant to the BusinessCard program ("Customer"):
- \*\* \$40.00 per card for the first five (5) cards.
  - \*\* \$30.00 per card for all additional cards.
- B. If a BusinessCard Credit Card Account (excluding Employee BusinessCard Accounts) initially is represented by five or fewer cards and then grows to have six or more, each of the first five cards will be charged the \$40.00 annual fee. Upon issuance of a sixth card, that card and each additional card will incur a \$30.00 annual fee, and the annual fees of the initial five cards will convert from \$40.00 to \$30.00 at their next anniversary dates. If a BusinessCard Credit Card Account (excluding Employee BusinessCard Accounts) is represented by less than twenty-five (25) cards but more than six (6) cards, each of said cards will incur a \$30.00 annual fee. MBNA America reserves the right to make special pricing offers to select FAUF Customers and/or Cardholders at its own discretion.
- C. The current Annual Percentage Rate will be a fixed rate of 17.9%.
- D. Notwithstanding Section I.C., above, the current annual percentage rate for BusinessCard Credit Card Accounts issued to FAUF and its employees for their FAUF business use (each, an "Employee BusinessCard Account") will be a fixed rate of 17.9%.
- E. Subject to FAUF and MBNA America establishing a BusinessCard Credit Card Account relationship, any Employee BusinessCards that may be issued directly to FAUF for its business use by FAUF employees will be priced as follows:
- \*\* No annual fee for the first five (5) cards.
  - \*\* An annual fee of \$25 per card for all additional cards.

II. COMPENSATION FOR BUSINESS CARD ACCOUNTS

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

1. \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
2. \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Attachment #1 are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

## INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 20<sup>th</sup> day of July, 1998 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America"), and FLORIDA ATLANTIC UNIVERSITY FOUNDATION, INC. ("FAUF"), for themselves, and their respective successors and assigns, agree as follows:

1. FAUF 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 dated July 12, 1996, as amended by a September 1996 Business Card Addendum (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 FAUF.
2. MBNA America may offer certain auto insurance products (the "Insurance Products") to FAU alumni and/or other potential participants mutually agreed to by FAUF and MBNA America (the "Members"). MBNA America shall select those programs and services of the 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.
3. FAUF 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. FAUF shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.
4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, FAUF 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 Member 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 and FAUF shall have the mutual right to designate Members on these Mailing Lists to whom Insurance Program material will not be sent. If a Member requests that MBNA America not solicit them for Insurance Program materials, MBNA America shall exclude such Member from Insurance Program mailings. Each Mailing List is and shall remain the sole property of FAUF. 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 FAUF.
5. FAUF 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 FAUF 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. FAUF shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain FAUF's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Addendum prohibits FAUF 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 Insurance Products.

6. FAUF 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 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 Insurance Products.

7. FAUF shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by FAUF that is intended for MBNA America (e.g., applications, payments, inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier. 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 FAUF 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 FAUF (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 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 approximately 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 FAUF 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 FAUF, 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 end of 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) FAUF shall not attempt to cause the removal of FAUF'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, 14 and 22 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 FAUF to the Members. Such approval shall be limited to the accuracy of the notice and it shall not be unreasonably withheld or delayed.

13. FAUF 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. FAUF represents 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. FAUF 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.

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 FAUF 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 FAUF 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 FAUF INC.:

FAUF INC.  
777 Glades Road  
P.O. Box 3091  
Boca Raton, FL 33431-0991

ATTENTION: Patricia Breman  
Director of Alumni Affairs

(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 April 30, 2003. 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 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, either party may terminate this Addendum upon sixty (60) days prior notice to the other party. If either MBNA America or FAUF 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.

20. MBNA America is an independent contractor. MBNA America assumes full responsibility for the services provided pursuant to the Insurance Program. It is understood and agreed that nothing contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting MBNA America as the agent or representative of FAUF for any purpose in any manner whatsoever. MBNA America is not authorized to bind FAUF to any contracts or other obligations. MBNA America shall not expressly or impliedly represent to any party that MBNA America and FAUF are partners or that MBNA America is the agent or representative of FAUF.

21. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. MBNA America also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with MBNA America or otherwise acting or engaged to act at the instance of MBNA America in furtherance of MBNA America fulfilling MBNA America's obligations under this Addendum.

22. MBNA America agrees to indemnify and hold free and harmless, and defend FAUF, and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have

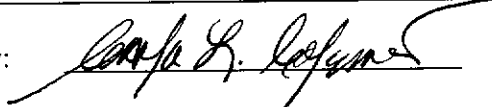
resulted from the presence, activities and promotions of every kind and nature of MBNA America or its officers, employees, agents and contractors (other than FAUF), in connection with this Addendum, in which FAUF is included as a defendant (referred to as a "Claim"). FAUF shall, within fifteen (15) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. FAUF agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If FAUF takes any Action with respect to a Claim without MBNA America's written approval or FAUF fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section to indemnify and hold free and harmless, and defend FAUF with respect to that Claim.

23. Neither party may not assign or transfer its rights and/or obligations under this Addendum without the written consent of the other party; provided however, that either party may assign or transfer (the "Assigning Party"), without written consent, its rights and/or obligations under this Addendum:

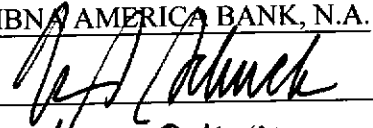
- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with the Assigning Party (an "Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as, in the case of MBNA America as the Assigning Party, such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
- (ii) to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of the Assigning Party; or
- (iii) to any Affiliate which can fully perform the obligations of the Assigning Party to the extent assigned or transferred to such Affiliate.

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

Florida Atlantic University Foundation, Inc.

By:   
Name: Carla L. Coleman  
Title: Vice President for University Advancement  
Date: 7-20-98

MBNA AMERICA BANK, N.A.

By:   
Name: M. S. SCHWEN  
Title: SEVP  
Date: 8/25/98

APPROVED AS TO FORM AND LEGALITY  
Associate University Attorney  
Florida Atlantic University  
Boca Raton, Florida 33431  
JBL 7/19/98

## ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 28 day of February, 2001, by and between FLORIDA ATLANTIC UNIVERSITY FOUNDATION, INC. ("FAUF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, FAUF and MBNA America are parties to an affinity agreement (the "Original Agreement"), as the same has been amended (collectively, the "Agreement"); and

WHEREAS, FAUF and MBNA America mutually desire to amend the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The current term of the Agreement is hereby extended to end on March 31, 2008 or, in the event that the Construction Advances and the Alumni Advances have not been recouped by MBNA America by March 31, 2008, then the current term will automatically renew beyond March 31, 2008 for successive one year periods until such advances have been fully recouped by MBNA America ("Advance Renewals"). At the end of the last Advance Renewal or March 31, 2008 (if there were no Advance Renewals), the Agreement will renew 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 three hundred sixty five (365) 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. Upon full execution and delivery of this Addendum, MBNA America shall pay FAUF the sum of one hundred thousand dollars (\$100,000.00) (the "First Advance"), as an advance against future Royalties, subject to the provisions set forth in this Section 3. Provided that commencement of construction of the Florida Atlantic University alumni center has occurred within the 24 month period following the complete execution of this Addendum, upon commencement of the construction of the alumni center and MBNA has been shown a rendering of Alumni Center, MBNA shall pay FAUF the sum of four hundred fifty thousand dollars (\$450,000.00) (the "Second Advance"), as an advance against future Royalties, subject to the provisions set forth in this Section 3. When the final payment of \$450,000 is due for the construction of the Alumni Center or March 31, 2005, whichever is earlier, MBNA shall pay FAUF the sum of four hundred fifty thousand dollars (\$450,000.00) (the "Third Advance"), as an advance against future Royalties, subject to the provisions set forth in this Section 3. The First Advance, Second Advance and the Third Advance are sometimes collectively referred to as the "Construction Advances". All Royalties accrued shall, in lieu of direct payment to FAUF, be applied against the Construction Advances until such time as such advances are fully recouped. Any Royalties accrued thereafter shall be paid to FAUF as set forth in Section 4 below. Notwithstanding the foregoing, MBNA America shall not be obligated to pay FAUF any Construction Advance and FAUF hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Construction Advances made,

if any, and the total amount of accrued Royalties credited by MBNA America against the Construction Advances as of the date of such demand in the event any of the conditions set forth in clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the date that all Advances under the Agreement have been fully recouped by MBNA America from the Royalties;
- (ii) FAUF breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by FAUF 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 by FAUF 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; and
- (v) MBNA America is prohibited by FAUF from conducting any on-campus direct promotion campaign (e.g., tabling and promoting), including, but not limited to, at the student center, campus bookstore, and Florida Atlantic University ("FAU") athletic events, except where a pre-existing contract precludes MBNA America from tabling (i.e. Pro-Player stadium's existing agreement with FirstUSA for tabling credit cards), during each consecutive twelve month period during the term of the Agreement; and
- (vi) FAUF or any department of FAUF endorses, directly or indirectly a credit card of any entity other than MBNA America, excluding the existing student/faculty/staff debit card (currently referred to as the "Owl Card"), State of Florida purchasing card (currently a Visa), and employee corporate card (currently "Corporate American Express")
- (vii) Any entity other than MBNA America markets or solicits a credit card product with the permission of FAUF on the FAU campus or at any FAU athletic events (excluding written advertisements), except where a pre-existing contract precludes MBNA America from tabling (i.e. Pro-Player stadium's existing agreement with FirstUSA for tabling credit cards).

4. On or before April 1 in years 2001, 2002, 2003, 2004, 2005, 2006 and 2007 (and each year thereafter that this Agreement is extended pursuant to Section 2 above for purposes of allowing MBNA America to recoup the Construction Advances and the Alumni Advances), MBNA America shall pay to FAUF the sum of seventy five thousand dollars (\$75,000) (each, an "Alumni Advance" and collectively sometimes referred to as "Alumni Advances"), as advances against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to FAUF, be applied against the Construction Advances and then the Alumni Advances until such time as the advances are fully recouped. Any Royalties accrued thereafter shall be paid to FAUF as set forth in the Agreement. Notwithstanding the foregoing, MBNA America shall not be obligated to pay FAUF any Alumni Advance and FAUF hereby promises to pay MBNA America

upon demand an amount equal to the difference between the amount of the Alumni Advances made, if any, and the total amount of accrued Royalties credited by MBNA America against the Alumni Advances as of the date of such demand, in the event any of the conditions set forth in Section 3 above should occur.

5. FAUF agrees that the Alumni Center to be constructed will be named the "MBNA Alumni Center" or such other name that MBNA reasonably selects and is mutually agreed upon with FAUF. Except as provided below, FAUF agrees that said name will remain unchanged during and after the term of this Agreement in perpetuity. When requested by MBNA, FAUF agrees to replace the "MBNA" part of the name of the Alumni Center with a different name in the event that MBNA changes its legal name.

6. The definition of "Members" in Section 1(f) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Member" means any FAU alumna/us, undergraduate student, graduate student, faculty, staff, fans of any FAU athletic team or sporting event and any member of FAUF and/or other potential participants mutually agreed to by the parties. MBNA acknowledges, however, that it will not be receiving FAU's fan list unless mutually agreed to by the parties in the future.

7. Effective January 1, 2001, the Original Agreement is hereby amended by deleting Section A. of Schedule B in its entirety and replacing this with the following:

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. 0.40% (four tenths of one percent) of all retail transaction dollar volume generated using a Credit Card Account opened as a result of a student application (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (one half of one percent) of all retail transaction dollar volume generated using a Credit Card Account opened as a result of an alumni

application (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

5. 0.25% (one quarter of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Credit Card Account opened as a result of an alumni application (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

8. MBNA America agrees to donate \$20,000 every full calendar year that the Agreement remains in effect to FAUF for purposes of funding scholarships, \$10,000 of which must be used for scholarships that are based on financial need. This scholarship will be named the "MBNA Scholarship" or such other name that MBNA reasonably selects and is mutually agreed upon with FAUF.

9. Section 1(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) "Trademarks" means any official design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by FAUF or FAU during the term of this Agreement.

10. 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.

11. 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.

FLORIDA ATLANTIC UNIVERSITY  
FOUNDATION INC.

MBNA AMERICA BANK, N.A.

By: *Carla L. Coleman*  
Name: Carla L. Coleman  
Title: Executive Director  
Date: 2/2/01

By: *Michael Durrah*  
Name: Michael Durrah  
Title: SVP  
Date: February 27, 2001

APPROVED AS TO FORM  
AND LEGALITY  
General Counsel  
Florida Atlantic University  
*JBL*  
*2/2/01*



www.MBNA.com

MBNA Insurance Agency

Wilmington, Delaware 19884

AAJZ

July 22, 2002

Patricia P. Breman  
Director, Office of Alumni Affairs  
Florida Atlantic University Foundation, Inc.  
University Advancement  
777 Glades Road  
P.O. Box 3091  
Boca Raton, FL 33431-0991

Dear Ms. Breman:

We are aware that Florida Atlantic University Foundation, Inc. ("FAUF INC.") desires to terminate the Insurance Products Addendum dated July 20, 1998, wherein MBNA America Bank, N.A. ("MBNA") provides auto insurance products to members of FAUF INC. In order to facilitate this termination we have prepared this letter to be executed by both parties.

The Insurance Products Addendum, in its entirety, shall be deemed terminated effective as of August 31, 2002 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Insurance Products Addendum unless such right or responsibility was intended to survive the termination of the Insurance Products Addendum by the terms of the Insurance Products Addendum. The termination of the Insurance Products Addendum shall not affect the remainder of the Affinity Agreement between FAUF INC. and MBNA, as such agreement has been amended, which shall remain in force as if the Insurance Products Addendum was not apart thereof.

MBNA America Bank, N.A. may market insurance products without using FAUF INC. name or trademarks to persons holding MBNA credit cards under the Affinity Agreement, as amended. Such insurance products will not generate any compensation for FAUF INC.

Within forty-five days of the end of the third calendar quarter of 2002, MBNA shall pay compensation due to FAUF INC. under the Insurance Products Addendum up to and through the Termination Date.

This letter shall bind and inure to the benefit of the successors and assigns of the parties. This letter contains the entire agreement between the parties regarding the termination and may be altered or amended only by written agreement signed by both parties. Any inconsistencies between this letter and the Insurance Products Addendum or the Affinity Agreement, as amended, shall be governed by this letter. The parties agree to keep the terms of this letter confidential. This letter shall 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 shall remain in force as if such invalid portion was not contained herein. 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: Deborah A. Doughty  
Name: Deborah A. Doughty  
Title: Executive Vice President

Accepted and agreed to:  
Florida Atlantic University Foundation, Inc.

By: Carla C. Coleman  
Name: Carla C. Coleman  
Title: Executive Director

**REWARDS ADDENDUM  
TO THE FLORIDA ATLANTIC UNIVERSITY FOUNDATION  
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 25<sup>th</sup> day of May, 2005, by and between Florida Atlantic University Foundation, Inc. ("FAUF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, FAUF and MBNA America are parties to an Affinity Agreement dated July 12, 1996, as the same was amended by addenda dated September 1996 and February 28, 2001, respectively (the Affinity Agreement together with the addenda collectively referred to hereinafter as 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 FAUF; and

WHEREAS, FAUF and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement as another aspect of the Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, FAUF 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. "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
3. "Reward Enhancement" means the loyalty reward consumer 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. The parties agree that the Reward Enhancement is now part of the Program (as such Reward 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 FAUF under the Agreement.
5. FAUF 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 FAUF's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
6. During the term of the Agreement, FAUF will receive the royalties set forth on Attachment #1, attached hereto and made a part hereof, for Reward Credit Card Accounts with active charging privileges. Reward Credit Card Accounts shall only generate the royalty



compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

FLORIDA ATLANTIC UNIVERSITY  
FOUNDATION, INC.

MBNA AMERICA BANK, N.A.

By: Ann E. Paton  
Name: Ann E. Paton  
Title: VP for U. Advancement  
Date: 5/24/05

By: Thomas W. Brooks  
Name: Thomas W. Brooks  
Title: SEVP  
Date: 9/23/05

APPROVED AS TO FORM AND LEGALITY  
General Counsel 5/25/05  
Florida Atlantic University

## Attachment #1

### Reward Credit Card Account Royalties

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. 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 Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.25% (twenty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.25% (twenty-five basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

**TERM EXTENSION ADDENDUM  
TO THE FLORIDA ATLANTIC UNIVERSITY FOUNDATION, INC.  
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 24th day of June, 2009 and it shall become effective retroactively as of April 1, 2009 (the "Addendum Effective Date") by and between Florida Atlantic University Foundation, Inc. ("FAUF"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, FAUF and Bank are parties to an Affinity Agreement dated as of July 12, 1996, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of FAUF; and

WHEREAS, FAUF and Bank mutually desire to extend the term of the Agreement, include consumer deposits as part of FAUF's Program under the Agreement; and make certain other modifications to the Agreement as reflected herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, FAUF 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 to include the following new definitions:

**"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.

**"Debit Card Net New Purchases"** means the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks,

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

**“Deposits”** means consumer money market deposit accounts, certificate of deposit accounts, checking accounts, debit cards, saving accounts, individual retirement money market deposit accounts, and individual retirement certificate of deposit accounts.

**“Deposit Account”** means a consumer Deposit account opened pursuant to the Program

**“Emerging Account”** means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**“FAUF Affiliate”** means any Affiliate of FAUF, including for example, the Florida Atlantic University Alumni Association, Florida Atlantic University, and the Florida Atlantic Athletic department.

**“Gold Option Account”** means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

**“Gold Reserve Account”** means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

**“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.

**“Trademarks”** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by FAUF or any FAUF Affiliate prior to or during the term of this Agreement.

3. For the sake of clarity, Bank and FAUF acknowledge and agree that the definition of “Financial Service Products” also includes any deposit program and debit card program.
4. The definition of “Member” in Section 1(f) is hereby deleted from the Agreement and replaced by: “Member” means any member of FAUF, alumni, and/or other potential participants mutually agreed to by Bank and FAUF.

5. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by FAUF under the Agreement.
6. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. FAUF will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.
7. Except as otherwise provided in this Agreement, as amended, FAUF agrees to exclusively sponsor Deposits; and that neither FAUF nor any FAUF Affiliate will, by itself or in conjunction with others, directly or indirectly endorse, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products, including Deposits, of any entity other than Bank. Subject to the foregoing, all of FAUF's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. Notwithstanding, for the sake of clarity, neither the existing student/faculty/staff debit card (currently referred to as the "Owl Card")) nor the existence of the Bank Atlantic branch on the Florida Atlantic University campus shall be deemed a violation of these exclusivity obligations, provided that neither FAUF nor an FAUF Affiliate shall permit Bank Atlantic to promote Bank Atlantic's financial services and products using the Mailing Lists or Trademarks, except that Bank Atlantic shall be permitted to use the Trademarks on the Owl Card.
8. FAUF has made Bank aware that FAUF, or an FAUF Affiliate, may in the future at some point during the term of this Agreement, search for a partner to enter into a naming rights arrangement for the new Florida Atlantic University athletic stadium. The parties acknowledge that such prospective naming rights partner could be another bank or financial institution. If such prospective naming rights partner is a bank or financial institution that offers financial products and services similar to the Financial Service Products under the Agreement, there is potential for such naming rights relationship to impact the exclusivity promises made by FAUF under this Agreement. Bank acknowledges that it has no desire to preclude FAUF or FAUF Affiliates from entering

into such naming rights discussions or a naming rights relationship. However, FAUF agrees that such relationship if entered into with a Bank or other financial institution will not violate the exclusivity promises made by FAUF as such pertain to credit cards, and that such other bank or financial institution will not be permitted to use the Mailing Lists or Trademarks for promotion or offering of any credit cards in connection with such bank or financial institution. If the proposed relationship will impact the exclusivity promises made by FAUF relative to the Deposits Program, the parties shall meet to discuss those impacts, and determine whether a reduction in Deposits Royalties is appropriate (if the Deposits Program may co-exist with the naming rights relationship without violation of any term of our Agreement on the part of FAUF) or alternatively, either party may otherwise elect to terminate the Deposits Program. If either party elects to terminate the Deposits Program pursuant to this provision, it will provide written notice to the other party of such intention, and the Deposits Program will terminate ten (10) days after the receipt of notice by the receiving party. FAUF acknowledges and agrees that the Deposit Program will wind down in accordance with the terms of the Agreement, including those terms in Section 10(f) (as amended by this Addendum in Paragraph 13) and Paragraph 14 below.

9. FAUF shall permit Bank to advertise the Deposits Program on FAUF's alumni association home page and at other prominent locations within FAUF's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g., a checking account with debit card). FAUF will modify or remove such advertisements within twenty-four hours of Bank's request. Pages on the FAUF websites available to Bank for advertising the Deposits Program shall include, without limitation, any "members only" or other restricted access pages.
10. FAUF acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. Bank agrees that it shall not, when using FAUF's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless FAUF consents to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
11. Section 5 of the Agreement is hereby amended to include the following new subsection (c):

“(c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together

with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify FAUF in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to share the Impact. If, within thirty (30) business days after FAUF'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 FAUF, upon ninety (90) days advance written notice. If the Agreement is terminated pursuant to this provision, Bank agrees that FAUF shall not have an obligation to repay Bank paid and unrecouped Advances as specified in Schedule A, Section H."

12. The current term of the Agreement is hereby extended to end on March 31, 2014 ("Initial Term"). Thereafter, the Agreement shall automatically extend at the end of the Initial Term, or any renewal term, for successive one-year periods ("Renewal Term(s)"), 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 Initial 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.
13. Section 10 of the Agreement is hereby amended to include the following new subsections (e) and (f):
  - "(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify FAUF in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after FAUF'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 FAUF, upon ninety (90) days advance written notice. If the Agreement is terminated pursuant to this provision, Bank agrees that FAUF shall not have an obligation to repay Bank paid and unrecouped Advances as specified in Schedule A, Sections H.
  - (f) In the event a stadium naming rights relationship is the cause for agreement by the parties to terminate the Deposits Program (as described above in Paragraph 8 of this Addendum), FAUF and Bank agree that Bank shall have six (6) month wind-down period from the Deposits Program termination date to cease Program marketing activities and FAUF shall pay Bank a sum of fifty thousand dollars ("50,000") as a termination fee within sixty (60) days of the termination date of the Deposits Program."
14. For the sake of clarity, upon expiration or the earlier termination the Agreement or, if applicable the Deposits Program, FAUF will allow Bank to continue to use the Trademarks on, and will not attempt to cause the removal of Trademarks from, from any person's debit cards, checks, or records of any Customer existing as of expiration or earlier termination of this Agreement or, as applicable, the Deposits Program, until their normally scheduled reissue date or exhaustion. Following expiration or the earlier

termination of the Agreement, or if applicable the Deposits Program, Bank may convert Customers, in its sole discretion, to any other Bank deposit product or service without notice to FAUF; provided that Bank will not imply an endorsement of such other Bank deposit product or service by FAUF.

15. Schedules A and B of the Agreement are hereby deleted in their entireties and a new Schedule A, as set forth on Attachment #1, is attached hereto and made a part hereof. Any Credit Card Account opened as a result of a student application will not be eligible for any Royalties under this Agreement. Bank and FAUF have agreed that FAUF will no longer be obligated to reimburse Bank \$546,048.49 which is the amount of Construction Advances and Alumni Advances (as described in the February 28, 2001 Term Extension Addendum in Paragraphs 3 and 4) previously paid by Bank to FAUF that as of the Addendum Effective Date have not yet been recouped by Bank.
16. The Business Card Addendum dated as of September 1996, Rewards Addendum dated as of May 25, 2005 and Addendum dated as of February 28, 2001 are hereby deleted in their entireties.
17. 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.
18. 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.

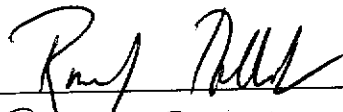
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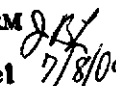
IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written including without limitation any prior drafts of this Addendum, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**FLORIDA ATLANTIC UNIVERSITY  
FOUNDATION, INC.**

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

By:   
Name: Randy Talbot  
Title: VP University Advancement  
Date: 7/8/09

By:   
Name: MICHAEL L. PARSONS, Jr.  
Title: SVP  
Date: 7.15.09

APPROVED AS TO FORM  
AND LEGALITY   
General Counsel 7/8/09  
Florida Atlantic University

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
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 (0) as of the last processing day of every twelfth (12<sup>th</sup>) 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. 0.00% (zero basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account opened as a result of a student application (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Account which, after opening, converts to a Reward 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 (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Reward Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; 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. 0.25% (twenty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

#### C. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

D. 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 Business 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 with active charging privileges (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).

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

## G. DEPOSIT ACCOUNTS

During the term of this Agreement, FAUF will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section G, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to FAUF on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section 2. below, or otherwise.

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

## H. ROYALTY ADVANCES.

1. Within forty-five (45) days of full execution of this Addendum, Bank shall pay to FAUF a sum of one hundred twenty thousand dollars (\$120,000.00) and thereafter upon the anniversary of the Addendum Effective Date, beginning April 1, 2010 through April 1, 2013 (e.g., \$120,000.00 will be paid by Bank to FAUF on April 1, 2010, April 1, 2011, April 1, 2012 and April 1, 2013) during the Initial Term of this Agreement (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued (including Deposit Account Royalties) shall, in lieu of direct payment to FAUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to FAUF as set forth in this Agreement. Notwithstanding the foregoing, FAUF hereby promises to pay Bank upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by Bank against the Advances 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 or is terminated prior to the end of any Renewal Term as the case may be, as amended (except if termination is pursuant to Section 5(c) and 10(e) of the Agreement, as described above in Paragraphs 11 and 13);

- (ii) FAUF 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 Marketing List during each consecutive twelve (12) month period during the Initial Term of the Agreement; and
  - (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the Initial Term of the Agreement.
2. If during any given year(s) during the Initial Term of this Agreement Bank recoups all prior Advances paid by it to FAUF in prior years, and pays FAUF Royalties accrued by FAUF over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.