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AGREEMENT

This Agreement is entered into between **MBNA AMERICA BANK, N.A.**, a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and **UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION**, an alumni association having its principal place of business in Columbia, Missouri (hereinafter referred to as "UMAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means February 28, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" is limited to credit card programs, revolving loan programs, general bank card services, and travel and entertainment card services, deposit services and long distance calling card services.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of UMAA plus other participants mutually agreed to by UMAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, tradedress, tradename, or trademark presently used or acquired by UMAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE FINANCIAL SERVICES

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

3. RIGHTS AND RESPONSIBILITIES OF UMAA

- (a) UMAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. UMAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. UMAA further agrees that during the term of this Agreement, no UMAA publication shall carry advertisements for any other Financial Services.
- (b) UMAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) UMAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either UMAA's trademark or the endorsement of UMAA which shall not be unreasonably withheld or delayed.
- (d) UMAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UMAA.
- (e) UMAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UMAA.
- (f) UMAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UMAA hereby grants MBNA America a limited non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by UMAA during the term of this Agreement. Nothing stated in this Agreement prohibits UMAA 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 Services.
- (g) UMAA shall provide MBNA America with a subscription without charge to any and all UMAA publications.

4. 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 approval of all advertising and solicitation materials concerning or related to the Program.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of UMAA.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of UMAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by UMAA.

(f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to UMAA all Royalties set forth in Schedules A and B, attached and incorporated herein. UMAA shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

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

7. RATE AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period beginning February 28, 1994 until February 28, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedules A and B are accurate as of February 1, 1994, and MBNA America shall not adjust the rate provisions of these Schedules A and B for 90 days from such date.

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

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

(b) If either MBNA America or UMAA becomes insolvent in that its liabilities exceed assets, or is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any licenses granted or Mailing Lists provided under this Agreement shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

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

12. MISCELLANEOUS

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

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

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of 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 received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to UMAA:

UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION
Reynolds Alumni and Visitor Center
Columbia, Missouri 65211

Attention: Mr. Roger A. Gafke
Vice Chancellor of Alumni Relations

(ii) If to MBNA America:

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

ATTENTION: Mr. William P. Morrison
Executive Vice President

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

If UMAA is providing MBNA America with notice pursuant to Section 9(a) herein, UMAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION

Dated this day of
31 March, 1994

By: *Greg H. Estromerigan*
Title: *Executive Director*

MBNA AMERICA BANK N.A.

Dated this ¹⁴ day of
April, 1994

By: *Paul Mann*
Title: Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

Subject to MBNA America's right to vary the terms and features of the Program and to the terms and conditions entered into between MBNA America and each Customer:

- o There is NO Annual Fee for the first year for the Student Members.
- o There is NO Annual Fee for the first two years for UMAA/Commerce Bank Student cardholders who convert to the MBNA America card, providing UMAA can provide MBNA America with a list of those Members who are UMAA/Commerce Bank Student cardholders.
- o The Annual Fee for the current twelve (12) month period will be waived for Student Customers whose net retail purchase transactions (net of refunds, returns and fraudulent transaction(s) were equal to or greater than \$2,500 during the prior twelve (12) month period.
- o The Annual Fee when applied is: \$40.00 Gold Credit Card Account
 \$20.00 Preferred Credit Card Account
- o The applicable Annual Fee will be rebated by MBNA America for each Alumni credit card account held by a Member in good standing of UMAA.
- o The current Annual Percentage Rate for Alumni will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- o The current Annual Percentage Rate for Students will be a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

II. ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay UMAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by a Member of UMAA, which remains open for at least ninety (90) days.
- o \$1.00 for each year a Credit Card Account is renewed by an Alumni Member of UMAA.
- o \$3.00 for each year a Credit Card Account is renewed by a Student Member of UMAA and an Annual Fee is paid by Customer.
- o .50 of 1% of all retail purchase transaction volume made by Alumni Customers (net refunds and returns).
- o 1% of phone transaction volume (net refunds and fraudulent calls) made by Customers who have a credit card account opened pursuant to this Agreement and take advantage of the phone services credit card benefit.
- o Provided UMAA allows for the full implementation of program marketing (direct mail, telemarketing and on campus promotions), MBNA America agrees to make a total payment of \$100,000 (one hundred thousand dollars) in year one, as an advance against future royalties.
- o UMAA shall be guaranteed royalties of \$500,000 (five hundred thousand dollars) during the five years of the Agreement from February 28, 1994 to February 28, 1999 payable at the end of the fifth year of the Agreement, if not previously earned, based on the following conditions:
 - o A five (5) year Agreement is signed.
 - o MBNA America is guaranteed a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement. Direct Promotions will be given the ability to promote the credit card program "on campus" at major events as well as "on going" through tabling and poster on the same basis as other vendors of similar services here.
 - o UMAA will assist MBNA America in opening a minimum of 5,000 new accounts per year in the first three (3) years of the Agreement.
 - o UMAA must endorse and participate in the credit card program, the residential phone services, and other additional Financial Services as mutually agreed upon as outlined in this Agreement.
- o MBNA America will make a contribution of one (1) instate scholarship tuition (only), per year for the life of the Agreement at current rates, and will be adjusted annually as the costs are adjusted.
- o MBNA America shall hire one (1) student who shall work for UMAA year round to promote Financial Services to Members of the University of Missouri Alumni Association.

- o MBNA America will make available one (1) summer intern position for employment during each year of the Agreement for a student of University of Missouri.

B. GOLD RESERVE ACCOUNTS

- o There is NO Annual Fee for the first year for the first six (6) months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- o The current Annual Percentage Rate is 16.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

**B. GOLD RESERVE REVOLVING LOAN ACCOUNTS
(Offered to Alumni Members Only)**

- o \$.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.
- o \$2.00 for each Gold Reserve Account Renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

SCHEDULE B
DEPOSIT SERVICES

A. RATES

I. Money Market Deposit Account ("MMDA")

- o Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- o Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over, balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- o Customers may write up to three (3) checks per statement cycle.
- o Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. Certificate of Deposit Account ("CD")

- o The interest rate for the stated term of the CD is guaranteed to stay the same.
- o Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- o There will be penalties assessed for early withdrawal according to the terms of the CD.
- o Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. Money Market Deposit & Certificate of Deposit Account

- o All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- o Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number as been provided and funds are subsequently collected) and such interest will be compounded daily.
- o A minimum deposit of at least \$2,500 is required to establish each account.
- o MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

B. ROYALTIES

- o Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of average MMDA deposits of UMAA Members obtained by MBNA America pursuant to the Program.
- o Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.0041667%) of the average CD deposits of UMAA Members obtained by MBNA America pursuant to the Program.
- o MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

**CUSTOMER LIST ADDENDUM
TO THE UNIVERSITY OF MISSOURI
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 10th day of March, 1995 by and between University of Missouri Alumni Association ("UMAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMAA 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 UMAA; and

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Upon the request of UMAA, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). UMAA shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.
3. Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. UMAA shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, UMAA warrants that UMAA and all its employees, volunteers, agents and/or representatives of UMAA who work with any Customer List shall be made aware of the obligations contained in this Addendum and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. UMAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.
4. Because the nature of each Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by UMAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00)

for each use of each name, address or other type or category of information used in violation of this Addendum, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach. In addition, UMAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UMAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement.

5. 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.

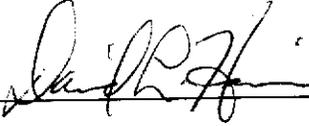
6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

UNIVERSITY OF MISSOURI ALUMNI
ASSOCIATION

MBNA AMERICA BANK, N.A

By: 

By: 

Name: J. Todd Coleman

Name: EXECUTIVE VICE PRESIDENT

Title: Assistant Vice Chancellor

Title: DAVID L. HARATIS

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

THIS ADDENDUM, including Attachments #1 and #2, (the "Addendum") is entered into this 28 day of November, 1997 (the "Effective Date") by and between MU Alumni Association (previously know as University of Missouri Alumni Association) ("MUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MUAA and MBNA America are parties to an affinity agreement last dated April 14, 1994, (the "Agreement"); and

WHEREAS, MUAA and MBNA America mutually desire to (1) extend the term of the Agreement; (2) amend the terms of the Royalty Arrangement; and (3) provide for a Customer List.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, MUAA 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. Term Extension

The current term of the Agreement is hereby extended to end on November 30, 2004. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section of this Addendum 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. Program Adjustment

Pursuant to its rights under the Agreement, MBNA America will update the provisions of Section I.A. ("TERMS AND FEATURES / CREDIT CARD ACCOUNTS") of Schedule A of the Agreement to read in their entirety as set forth in Attachment #1.

4. Royalty Arrangement

The provisions of Section II ("ROYALTY ARRANGEMENT") of Schedule A of the Agreement are hereby amended to read in their entirety as set forth in Attachment #2.

5. Customer List

(a) Each month during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide MUAA with a list of information (*e.g.*, names and addresses and truncated social security numbers) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.

(b) MUAA shall return to MBNA America each Customer List, in the same form as received by MUAA within thirty (30) days of receipt of such Customer List. MUAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to MUAA may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to MUAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (a) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. MUAA expressly acknowledges and agrees that MUAA has no property right or interest whatsoever in any Customer List. MUAA shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times MUAA shall keep in confidence and trust all Customer Lists. MUAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and MUAA specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in

writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) MUAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. MUAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. MUAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to MUAA from time to time. MUAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of MUAA who need such access to perform their duties for MUAA. In view of the confidential nature of the Customer List, MUAA warrants that MUAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section 6(e).

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by MUAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, MUAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by MUAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event MUAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, MUAA agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

(h) The rights and obligations set forth in this Section 6 of this Addendum (except MBNA America's obligation to provide MUAA with a Customer List) shall survive the termination of the Agreement.

6. Miscellaneous

Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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.

MU ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: J. Todd Coleman
Name: J. Todd Coleman
Title: Executive Director

By: MD Shepherd
Name: MD Shepherd
Title: Division President

3/17/98

Attachment #1

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 will be a variable rate of prime plus 7.4% for the Platinum Credit Card Account solicited to MUAA members who pay MUAA dues. The current annual percentage rate will be a variable rate of prime plus 8.4% for the Platinum Credit Card Account solicited to MUAA alumni and friends who do not pay MUAA dues. In either case, There may be an additional margin applied on account of the customer's delinquency.
3. The current annual percentage rate will be a variable rate of prime plus 7.9% for the Gold Credit Card Account solicited to MUAA members who pay MUAA dues. The current annual percentage rate will be a variable rate of prime plus 8.9% for the Gold Credit Card Account solicited to MUAA alumni and friends who do not pay MUAA dues. In either case, There may be an additional margin applied on account of the customer's delinquency.
4. The current annual percentage rate will be a variable rate of prime plus 7.9% for the Standard Credit Card Account solicited to MUAA members who pay MUAA dues. The current annual percentage rate will be a variable rate of prime plus 8.9% for the Standard Credit Card Account solicited to MUAA alumni and friends who do not pay MUAA dues. In either case, There may be an additional margin applied on account of the customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

Attachment #2

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase, cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
4. 0.40% (forty one-hundredths of one percent) of all retail transaction dollar volume generated by Student 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, money orders, bets, lottery tickets, or casino gaming chips)).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. ROYALTY GUARANTEE

MUAA shall be guaranteed to accrue Royalties equal to or greater than two million five hundred thousand dollars (\$2,500,000) (the "Guarantee Amount") (excluding the compensation provided for under Sections E and F below) by November 30, 2004, subject to the provisions set forth below. If on November 30, 2004, MUAA has not accrued \$2,500,000 in Royalties, MBNA America will pay MUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by MUAA from the Effective Date, up to, and including, November 30, 2004. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the following conditions:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) MUAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement; and

E. AVERAGE BALANCE ROYALTY BONUS

Provided that the Agreement remains in effect, in addition to the compensation set forth in the preceding Section A, within forty five days after each of the first five (5) anniversaries of the Effective Date (the "Anniversary Date") MBNA America shall pay to MUAA one hundred thousand dollars (\$100,000) provided the average balance of the Credit Card Accounts that are active and in good standing, in the aggregate, on the Anniversary Date, is equal to or greater than the average balances stated below.

	1 st Anniversary Date	2 nd Anniversary Date	3 rd Anniversary Date	4 th Anniversary Date	5 th Anniversary Date
average balance	\$2,167	\$2,407	\$2,496	\$2,631	\$2,729

F. ROYALTY BONUS

As long as the Agreement is in full force and effect, MBNA America shall pay MUAA, as a royalty, one hundred thousand dollars (\$100,000) on or before January 31, 1998, and one hundred thousand dollars (\$100,000) on or before January 31, 1999; provided that MUAA does not endorse, sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America on the University of Missouri-Columbia campus or at any University of Missouri athletic event.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 3rd day of ^{November}~~August~~, 1999 by and between University of Missouri Alumni Association ("UMAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement last dated April 14, 1994 (the "Original Agreement"), as the same may have been amended, including but not limited to, the addendum dated November 28, 1997 (the "1997 Addendum"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UMAA; and

WHEREAS, UMAA and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard products ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of UMAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

WHEREAS, UMAA and MBNA America mutually desire to amend the terms of the Royalty Arrangement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UMAA 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 Original Agreement or the 1997 Addendum. The Original Agreement and the 1997 Addendum are hereinafter collectively referred to as the "Agreement".
2. All of the provisions in Subpart D Royalty Guarantee of Section II of Attachment #2 of the 1997 Addendum are hereby deleted in their entirety and shall have no further force or effective.
3. Upon full execution of a sponsorship agreement between UMAA and the Department of Inter Collegiate Athletics at the University of Missouri that is acceptable to MBNA America in MBNA America's sole discretion, MBNA America shall pay to UMAA the sum of four hundred eighty thousand dollars (\$480,000.00) (the "First Advance"), as an advance against future Royalties, subject to the provisions set forth herein.
4. On July 15 (or the next business day thereafter if such day falls on a weekend) of each remaining calendar year of the Agreement (up through July 15, 2004), MBNA America shall pay to UMAA the sum of four hundred thirty-seven thousand two hundred dollars (\$437,200.00) (each an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth herein. The First Advance and each of the Additional Advances, if any, are hereinafter referred to as the "Advance" or "Advances".
5. All Royalties accrued shall, in lieu of direct payment to UMAA, be applied against each

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

- (i) the Agreement is terminated prior to November 30, 2004;
- (ii) UMAA breaches any of its obligations under the Agreement;
- (iii) Department of Inter Collegiate Athletics at the University of Missouri (i) endorses a credit card or charge card program of any entity other than MBNA America; (ii) licenses or allows others to license the name, logo or identification of the Department of Inter Collegiate Athletics at the University of Missouri in relation to or for promoting any credit card or charge card program of any entity other than MBNA America; or (iii) sells, rents or otherwise makes available or allows others to sell, rent or otherwise make available any of its mailing lists in relation to or for promoting any credit card or charge card program of any entity other than MBNA America.
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (vi) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

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

7. UMAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than three million twenty five thousand dollars (\$3,025,000.00) (the "Guarantee Amount") during the term of the Agreement from October 1, 1997 through November 30, 2004, subject to the provisions set forth below. If on November 30, 2004 UMAA has not accrued three million twenty five thousand dollars (\$3,025,000.00) in Royalties, MBNA America will pay UMAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any

obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 5, above.

8. 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.

9. UMAA 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 UMAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.

10. During the term of the Agreement, UMAA 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.

11. Upon termination or expiration of the Agreement, or any aspect of the Program, UMAA shall not take action to cause the removal of UMAA'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, UMAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UMAA represents and warrants that UMAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

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

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

such party.

UNIVERSITY OF MISSOURI

MBNA AMERICA BANK, N.A.

ALUMNI ASSOCIATION

By: J. Todd Coleman
Name: J. Todd Coleman
Title: Executive Director
Date: November 3, 1999

By: DM Cummings Jr
Name: DM Cummings Jr
Title: Senior Exec. Vice President
Date: 11/30/99

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Preferred* and *Platinum Plus for Business*) opened by a UMAA 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 to each Customer. MBNA America reserves the right to change its product names (*Preferred* and *Platinum Plus for Business*), in its sole discretion, from time to time.

A. The current annual fee for each business card issued to an individual or business entity (other than UMAA) pursuant to the BusinessCard program ("Customer"):

Preferred: \$25.00 per card.

Platinum Plus for Business: \$0.00 per card.

B. The current Annual Percentage Rate is: (i) for *Preferred*, a fixed rate of 17.9% (ii) for *Platinum Plus for Business*, a fixed rate of 14.99%.

C. Notwithstanding Section I.B., above, the current annual percentage rate for BusinessCard Credit Card Accounts issued to UMAA and its employees for their UMAA business use (each, an "Employee BusinessCard Account") will be a fixed rate of _____%.

D. Subject to UMAA and MBNA America establishing a BusinessCard Credit Card Account relationship, any Employee BusinessCards that may be issued directly to UMAA for its business use by UMAA employees will have an annual fee priced as follows:

Preferred: The first fifteen cards: \$0.00 per card

Thereafter: \$25.00 per card

Platinum Plus for Business: \$0.00 per card.

II. COMPENSATION FOR BUSINESSCARD 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. Compensation shall be calculated as set forth below:

A. Compensation for Preferred:

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.

B. Compensation for Platinum Plus for Business:

Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Cardholders using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g. the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

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.



MU ALUMNI ASSOCIATION

Supporting the University of Missouri

Memorandum of Understanding

This Memorandum of Understanding between the University of Missouri Alumni Association (MUAA) and the University of Missouri Department of Intercollegiate Athletics (Athletics) is for a sponsorship agreement of five (5) years.

The Department of Intercollegiate Athletics agrees to the following:

- Release and allow the MUAA to market products to athletic donors and season ticket holders. List should include names, postal address and telephone number and must be segmented by zip codes or other reasonable demographic.
- Provide access (minimum of two locations) for the Association to direct promote programs including the affinity credit card at football and men's basketball games. The locations shall be in prominent locations and will be mutually agreed upon.
- Permit the Association to distribute information about MUAA programs, including the affinity credit card, with football and basketball renewal notices and season ticket mailings.
- Provide MUAA at least one public address/scoreboard announcement at all MU Athletic events (two minimum at football and men's basketball). MUAA will provide mutually agreeable copy for the announcements.
- Athletics will not sponsor, aid, endorse or solicit proposals for programs offering or discuss with any organization the providing of financial services during the term of this agreement. Athletics will not sell, rent or make available any of its mailing lists to any other financial service provider other than the MUAA's affinity credit card partner. Athletics may accept advertising for any athletic event or facility from any other financial institution as long as the advertisement does not contain a University trademark, an express endorsement by Athletics, tabling rights at events may not be granted.

Royalty Schedule

Sponsorship royalties will be paid based on the following schedule:

Upon signature of agreement:	\$300,000
August 1, 2000	\$45,000
August 1, 2001	\$45,000
August 1, 2002	\$45,000
August 1, 2003	\$45,000
<u>August 1, 2004</u>	<u>\$45,000</u>
Total	\$525,000

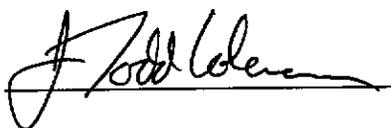
Terms

Contract runs from signature date to November 30, 2004. In the event of any material breach of contract, Athletics forfeits any remaining royalty and must reimburse MUAA all royalties previously collected.

The sponsorship royalty shall act as MUAA's annual Tiger Scholarship donation and entitle the MUAA to all rights available at that giving level.

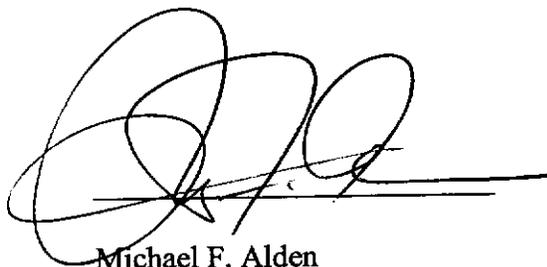
MUAA reserves the right to request additional marketing opportunities in the future as other options becomes available.

Signature:



J Todd Coleman
Executive Director
MU Alumni Association

Date: 10-19-99



Michael F. Alden
Director of Intercollegiate Athletics
University of Missouri

Date: 10/29/99

APR-15-2002 MON 09:30 AM MBNA

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P. 02/05

APR-04-2002 THU 11:00 AM MBNA

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P. 02

**SELECT REWARDS ADDENDUM
TO THE MU ALUMNI ASSOCIATION AGREEMENT**

University of Missouri Alumni Association

THIS ADDENDUM (the "Addendum") is entered into this 12th day of March, 2002, by and between ~~MU Alumni Association~~ ("MUAA"), and MBNA America Bank, N.A. ("MBNA America"), ~~for themselves and their respective successors and assigns.~~

WHEREAS, MUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of MUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by MUAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. MUAA 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 MUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, MUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

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P. 03/05

APR-08-2002 MON 03:05 PM MBNA

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P. 04

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. \$0 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is sector pricing. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

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

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

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P. 05

of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

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P. 03

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

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

University of Missouri ~~ALUMNI ASSOCIATION~~ ALUMNI ASSOCIATION
By: [Signature]
Name: J. Todd Coleman
Title: Executive Director
Date: March 12, 2002

MBNA AMERICA BANK, N.A.
By: [Signature]
Name: Michael Darroch
Title: SEVP
Date: April 24, 2002

JL
4-9-02

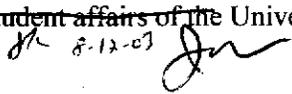
**ADDENDUM TO THE UNIVERSITY OF MISSOURI
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 10th day of August, 2003 by and between University of Missouri Alumni Association ("Alumni Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement last dated April 14, 1994, as the same was amended by addenda dated March 10, 1995, November, 28, 1997, December 9, 1997, November 3, 1999, letter dated March 15, 2000, and addendum dated March 12, 2002 (the "Agreement"); and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on September 30, 2010. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. When used in this Addendum, the term "University" means the University of Missouri and any office or department of, or affiliated or associated with, the University of Missouri, including but not limited to the department of intercollegiate athletics ~~and the office of student affairs of the University of Missouri.~~
8-12-03 
4. When used in this Addendum the term "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.
5. Alumni Association shall, and shall cause the University to, provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of Alumni Association to MBNA America.
6. Alumni Association shall use good faith efforts to permit MBNA America to market the Program to students, parents, faculty and staff of the University (including access to these lists).
7. All of the provisions in Sections 3, 4, 5, 6, and 7 of the November 3, 1999 addendum are hereby deleted in their entirety and shall have no further force or effect.
8. Section II of Schedule A (as amended by addendum dated November 28, 1997) is hereby amended by deleting Sections D, E, and F.

9. Effective October 1, 2003, Attachment #1 to the March 12, 2002 addendum is amended by deleting Section II. C. and replacing it with the following new Section II.C.:

- C. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume and all cash advance and cash equivalent transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

10. ROYALTY ADVANCES

(a) Provided that the memorandum of understanding by and between Alumni Association and the University of Missouri Department of Intercollegiate Athletics ("UMDIA") last dated October 29, 1999, whereby the University agrees to permit MBNA America to offer the Program to the University's athletic donors, season ticket holders and attendees of University athletic events on an exclusive basis, is extended until September 30, 2010, then within forty five (45) days after each of: (i) the full execution of this Agreement; and (ii) and beginning on October 1, 2004, and ending on October 1, 2009, each October 1st, MBNA America shall pay to Alumni Association the sum of Five Hundred Ninety Two Thousand Eight Hundred Fifty Seven Dollars (\$592,857) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and (y) Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the September 30, 2010;
- (ii) Alumni Association breaches any of its obligations under this Agreement; 
- (iii) the ^{Alumni Association - JTC 8-12-03} University: (i) endorses Financial Services of any entity other than MBNA America; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting Financial Services of any entity other than MBNA America; or sells, rents, or otherwise makes available or allows others to sell, rent, or otherwise make available any of its mailing lists in relation to or for promoting any Financial Services of any entity other than MBNA America.
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (vi) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events and at athletic venues during each consecutive twelve month period during the term of the Agreement.

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

11. ROYALTY GUARANTEE.

Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Four Million One Hundred Fifty Thousand Dollars (\$4,150,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement Alumni Association has not accrued \$4,150,000 in Royalties, MBNA America will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection 8(a) above.

12. ACCOUNT BONUS

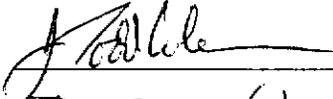
Commencing on October 1, 2004 and ending on September 30, 2010, MBNA America shall pay to Alumni Association only one of the amounts listed below based on the number of new Credit Card Accounts opened during the applicable Contract Year (as hereinafter defined). Such determination and payment shall be made within forty-five days after the end of the applicable Contract Year. "Contract Year" means each consecutive twelve month period beginning on October 1 and ending on September 30 of the following year.

<u>Number of New Credit Card Accounts</u>	<u>Account Bonus</u>
3,500 or more, but less than 4,250	\$50,000 (fifty thousand dollars)
4,250 or more, but less than 5,000	\$75,000 (seventy five thousand dollars)
5,000 or more	\$100,000 (one hundred thousand dollars)

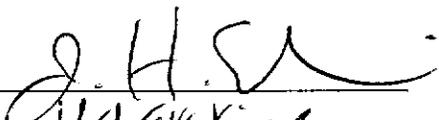
13. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

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

UNIVERSITY OF MISSOURI
ALUMNI ASSOCIATION

By: 
Name: J. Todd Coleman
Title: Executive Director
Date: 8-11-03

MBNA AMERICA BANK, N.A.

By: 
Name: Halperline
Title: SEVP
Date: 8/27/03

ATTACHMENT #1

PROMOTIONAL OPPORTUNITIES

In accordance with Section 5 of this Addendum, Alumni Association shall, or shall cause the University, to provide the following to MBNA America at no additional cost:

- (a) Necessary access, during each year of this Agreement, for MBNA to conduct direct promotion events for the Program at all University athletic events.
- (b) When conducting direct promotion events, MBNA may have as many as eight (8) direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. The Locations shall be at prominent locations and will be mutually agreed upon by Alumni Association, UMDAI, and MBNA America.
- (c) Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (d) Four (4) parking permits/passes for each game at which MBNA America will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (f) MBNA America shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event.
- (g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and Alumni Association and both parties agree to be reasonable.
- (h) MBNA America has the right to distribute take-one applications for the Program with the University's football, basketball, and other mutually agreed upon sports ticket renewal notices and season ticket mailings.
- (i) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items.

**DEPOSIT PROGRAM ADDENDUM
TO THE UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION**

THIS ADDENDUM (the "Addendum") is entered into as of the 31 day of January, 2007, by and between the University of Missouri Alumni Association ("Alumni Association") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and Bank are parties to that certain Agreement entered into last dated April 14, 1994, as the same was amended by addenda dated March 10, 1995, November 28, 1997, December 9, 1997, November 3, 1999, letter dated March 15, 2000, addendum dated March 12, 2002, and addendum dated August 10, 2003 (the "Agreement") wherein Bank provides certain Financial Services to persons included in lists provided to Bank by or on behalf of Alumni Association; and,

WHEREAS, Alumni Association and Bank mutually desire to amend the Agreement to include certain of Bank's consumer deposit products, such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, and checking accounts with debit card access (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Services provided by Bank; and (ii) as another part of Alumni Association's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, 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 those persons and mailing list provided by Alumni Association under the Agreement.
3. 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 its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank, and its 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. Deposits will be subject to Bank's standard Deposit agreements. Alumni Association will not possess any ownership interest in the Deposits or any accounts or access

devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. Alumni Association agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of Alumni Association's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. Deposits exclusivity shall not however apply to the alumni magazine.
5. All of Part A., Sections I, II, and III found on Schedule B of the April 14, 1994 Agreement are hereby deleted in their entirety and shall have no further force or effect. During the term of the Deposit Program, Alumni Association will receive the royalties set forth below for Program Deposit Accounts: and Alumni Association shall continue to receive the royalties for certificate of deposit and money market deposit accounts described in Part B of Schedule B of the April 14, 1994 Agreement. Deposit Account royalties will not be paid to Alumni Association on any existing non-endorsed 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 (b) below or otherwise.

(a) \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 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.

(b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

Net New Purchases equals the sum of all 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 (such as gift cards and similar cards), and (v) any account fees or charges.

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.

7. Notwithstanding anything contained in the Agreement to the contrary, Alumni Association acknowledges and agrees that Bank may market any financial service products or services that Bank 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. In addition, 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.
8. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end three years thereafter ("Deposits Program Initial Term"). Marketing of the Deposits Program will not begin until May 1, 2007. The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for additional two-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposits Program Initial Term or the applicable Deposit Program Renewal Term. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and Alumni Association shall not take any action to cause the removal of Alumni Associations design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to Alumni Association.
10. With forty-five (45) days after the execution of this Addendum by Bank, Bank shall pay to Alumni Association the sum of \$25,000 (twenty-five thousand dollars) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, Alumni Association 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 Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (ii) below should occur: (i) the Agreement terminates and the amount of the Advance has not been fully recouped by Bank;(ii) Alumni Association breaches any of its obligations under the Agreement.
11. 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.

12. For a one (1) year period following the termination of the Deposit Program for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

UNIVERSITY OF MISSOURI
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Todd McCall
Name: Todd McCall
Title: Executive Director
Date: 1-31-07

By: Jacob P. Pfl
Name: Jake Prego
Title: SVP
Date: 3/8/07

FIA CARD SERVICES™

Via Overnight Delivery

August 4, 2009

Mr. Todd McCubbin – Executive Director
Mizzou Alumni Association
123 Reynolds Alumni and Visitor Center
Columbia, Missouri 65211

Dear Mr. McCubbin:

I am writing to inform you that following a comprehensive review of the University of Missouri Alumni Association Deposits program, FIA Card Services, N.A. formerly known as MBNA America Bank, N. A. ("FIA") has decided not to renew our Deposit Program Addendum dated as of January 31, 2007 ("Deposit Addendum").

This letter serves as FIA's written notice of non-renewal of the Deposit Addendum, as required by Sections 8 of the Deposit Addendum.

The Deposit Addendum will expire effective January 31, 2010.

We have appreciated your endorsement.

Sincerely,



Michael L. Parsons, Jr.
Senior Vice President
FIA Card Services, N.A.

01/26/10

Todd A. McCubbin
123 Reynolds Alumni Center
Columbia, MO 65211
FAX: (573)-882-5145

RE: The Deposit Program Addendum dated as of January 31, 2007 (the "Deposit Program Addendum") to the Agreement by and between University of Missouri Alumni Association ("UMAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), last dated April 14, 1994, as the same has been amended (the Agreement, together with all addenda thereto, the "Affinity Agreement")

Dear Todd:

In consideration of the parties' mutual agreement contained herein and other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, UMAA and Bank agree as follows:

The Deposits Program Initial Term shall terminate on the earlier of (i) the termination of the Affinity Agreement for any reason whatsoever, (ii) the effective date of any fully executed agreement between the parties that renews the Affinity Agreement for another term or (iii) September 30, 2010. This paragraph replaces all provisions concerning the term of the Deposit Program Addendum, the renewal of the Deposit Program Addendum, and all notices required not to renew the Deposit Program Addendum, including, without limitation FIA's written notice of non-renewal of the Deposit Program Addendum dated August 4, 2009 (the "Non-renewal Notice").

Effective February 1, 2010, for the remainder of the Deposits Program Initial Term, UMAA will receive the Deposit Account Royalties set forth below for the Deposit Accounts set forth below and will not receive Royalties for any other Deposit Accounts. Unless otherwise noted, payments will be made approximately forty-five (45) days after the end of each calendar quarter. Deposit Account Royalties will not be paid to UMAA on any existing deposit account that is converted to the Program:

- (a) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the money market Deposit Accounts opened under the Program.
- (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit Deposit Accounts opened under the Program.
- (c) \$2.00 (two dollars) for each new checking Deposit Account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$1.00 (one dollar) for every checking Deposit 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.

(d) 0.10 % (ten one-hundredths of one percent) of Debit Card Net New Purchases. "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.

The foregoing royalty terms replace Sections 5 and 6 of the Deposit Program Addendum in their entireties.

This letter 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. Except as amended by this letter, the terms of the Deposit Program Addendum shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Deposit Program Addendum, the parties agree that the terms of this letter shall control. This letter shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Capitalized terms used but not otherwise herein defined are used as defined in the Affinity Agreement. This letter 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.

To acknowledge your acceptance of the terms set forth above, please execute or have an authorized representative of UMAA execute both copies of this letter where indicated below and fax or return a signed copy to me no later than January 31, 2010. If the parties have not fully executed this letter on or before January 31, 2010 the Deposit Program Addendum will terminate effective January 31, 2010 in accordance with the Non-renewal Notice.

Sincerely,



Jared D. Grundish
Assistant Vice President
FAX: (804)-553-8407

ACCEPTED AND AGREED:

UNIVERSITY OF MISSOURI
ALUMNI ASSOCIATION

By: Todd McWhin
Name: Todd McWhin
Title: Executive Director
Date: 1-29-10

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

By: Michael L. Parsons Jr.
Name: Michael L. Parsons Jr.
Title: SVP
Date: 2.8.2010

September 17, 2010

Mr. Todd A. McCubbin
University of Missouri Alumni Association
Reynolds Alumni and Visitor Center
Columbia, Missouri 65211

RE: Amendment and Extension of Agreement

Dear Mr. McCubbin:

This letter confirms our understanding that FIA Card Services, N.A. ("Bank") and the University of Missouri Alumni Association ("MAA") would like to extend the current term of the Deposits Program. The Deposit Program Addendum was entered into as of January 31, 2007 (the Deposit Program Addendum) by and between Bank and UMAA (as it has been amended). Bank and MAA are parties to an Agreement last dated April 14, 1994 as the same has been amended (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Deposits Program and other good and lawful consideration, the parties agree that the current term of the Deposits Program shall be extended to December 31, 2010 (the "End Date"), and, notwithstanding anything to the contrary in the Deposits Program or in this letter, shall end on the End Date without the requirement of further notice or action by MAA.

Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of the Deposits Program to be communicated by MAA or any MAA affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of the Deposits Program, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use MAA Trademarks in connection with Deposit Accounts opened during such ninety (90) day period; and (iii) remove MAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. MAA shall not attempt to cause the removal of MAA Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use MAA Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement. For the sake of clarity the termination of the Deposits Program shall not affect or otherwise impact the other aspects of the endorsed Program offered pursuant to the Agreement.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

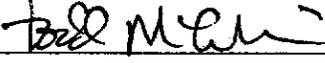
<Insert Appropriate FIA Executive>
Senior Vice President
Fax #:

Accepted and agreed:

FIA CARD SERVICES, N.A.

UNIVERSITY OF MISSOURI
ALUMNI ASSOCIATION

By: 

By: 

Name: Michael L. Parsons Jr.

Name: Todd McAbbin

Title: SVP

Title: Executive Director



Infrastructure and Collateral Management Process Automation System

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During the holidays, Suman Timsina will be providing PAS support thru December 27 and Gary Irwin will be providing PAS support from Dec 28-Jan 3, 2011.

During this time the person providing support can be reached by calling the PAS on-call phone number: 302-354-6729.

Escalate to Bob Clark at 856-275-6405 if you have difficulties reaching the support person.

Thank You.

Your Request has been successfully saved.

The PAS ID Number (PID No) for this request is 82824

Click [here](#) to Edit

Requestor Name:	Jared Grundish
Group Code:	AARR
Group Name:	UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION
Additional Group Code(s):	ABRL - UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION PARENT SAQG - UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION STUDENT ACCK - UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION DEPOSITS SBOJ - UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION STUDENT - DEPOSITS
Type of Agreement:	AMENDED/RESTATED
Request Date:	12/31/2010
AE Name:	Jared Grundish
Federal Required:	Yes
Sector:	Collegiate
Effective Date:	10/1/2010

You can use the Request Track report under the Reports Tab to check the status of this request.

**UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of October, 2010 (the "Effective Date") by and between FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and University of Missouri Alumni Association, a Missouri corporation having its principal place of business at 123 Reynolds Alumni and Visitor Center, Columbia, Missouri, 65211 ("MAA"), for themselves and their respective successors and assigns.

WHEREAS, MAA and Bank are parties to that certain Agreement last dated April 14, 1994, as the same has been amended ("Original Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain Mailing Lists provided to Bank by or on behalf of MAA; and

WHEREAS, MAA and Bank mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Accountholder Information" means any information relating to a Customer with a Credit Card Account ("Accountholder"), the Credit Card Account, Bank, or the Program that Bank furnishes to MAA in an Accountholder List.

"Accountholder List" means a list of Accountholder Information (e.g., name and address, and other information as agreed by the parties) that Bank furnishes to MAA solely for the purposes of this Agreement. "Accountholder List" includes any whole or partial copies or compilations of an Accountholder List in any form or any medium, any information derived solely from an Accountholder List, and all Accountholder Information.

"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.

"Agreement" means this affinity agreement and Schedules A and B.

“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.

“Contract Period” means, beginning October 1, 2010, each consecutive twelve month period from October 1 through and including September 30 during the initial term of the Agreement, and each renewal term, if any.

“Credit Card Account” means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. A **“Student Credit Card Account”** is a Credit Card Account opened through an application coded by Bank as a student application.

“Customer” means any Member who is a participant in the Program.

“Deposit(s)” means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

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

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

“Emerging GIP Account” means an Emerging Account opened pursuant to a GIP in which MAA complies with the GIP provisions of this Agreement.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, Deposits program, travel and entertainment card program or the functional equivalent of any such product, and any other financial service programs or products.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which MAA complies with the GIP provisions of this Agreement.

“Group Incentive Program” or **“GIP”** means any marketing or other program whereby MAA conducts and funds solicitation efforts for the Program and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Information” has the meaning ascribed to such word in Section 7.

“MAA Affiliate” means any Affiliate of MAA.

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

“Marketing List” means an updated and current list (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) segmented by zip codes or other mutually selected membership characteristics. For the avoidance of doubt, the Marketing List shall not contain names of students of the University.

“Member” means (i) alumni of the University, (ii) members of MAA, (iii) fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or (iv) other potential participants mutually agreed to by MAA and Bank.

“Net New Purchases” means the sum of debit card purchase transactions on checking Deposit 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.

“Program” means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a Trademark, with or without other elements.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

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

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which MAA complies with the GIP provisions of the Agreement.

“Royalties” means the compensation set forth in Schedule A.

“Trademarks” means MAA Trademarks and University Trademarks.

“**University**” means the University of Missouri and any office or department of, or affiliated or associated with, the University of Missouri, including but not limited to, the department of intercollegiate athletics.

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

2. RIGHTS AND RESPONSIBILITIES OF MAA

- (a) MAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither MAA, any MAA Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members or students of University in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if MAA, any MAA Affiliate sells any product or service, in connection with such sales, MAA shall not, and shall cause MAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, MAA, any MAA Affiliates may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by MAA, any MAA Affiliates of said financial institution or advertising for a Financial Service Product.
- (b) MAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) MAA authorizes Bank to solicit participation in the Program by mail, direct promotion, internet, advertisements, banking centers, telephone or any other means. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from marketing to or accepting applications from students under the Program.
- (d) MAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due MAA. In the event such costs exceed Royalties then due MAA, if requested by Bank, MAA will promptly reimburse Bank for all such costs.

- (e) Within thirty (30) days following the request of Bank, MAA will provide Bank with the Marketing List free of any charge; provided, however, that MAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that MAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by MAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due MAA. MAA will provide the first Marketing List, containing the required information for at least one hundred thirty-five thousand five hundred (135,500) non-duplicate Member names, as soon as possible but no later than thirty (30) days after MAA's execution of this Agreement.
- (f) MAA will, and will cause any MAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to MAA. Notwithstanding the above, MAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to MAA. Any correspondence received by MAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by MAA will be paid by Bank.
- (g) MAA hereby grants Bank and its Affiliates a limited, exclusive license, or sublicense, as the case may be, to use the Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. MAA will provide Bank all Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after MAA's execution of this Agreement. Nothing stated in this Agreement prohibits MAA from granting to other persons a license or sublicense, as the case may be, to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). MAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. MAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Trademark. Bank may use Program Trademarks that contain Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) MAA will permit Bank, at no cost to Bank, to advertise the Program on MAA's home page and at other prominent locations within the website(s) of MAA. Bank may establish

a hyperlink from such advertisements to another website to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle MAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. MAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, MAA will provide Bank with the ability to access any and all pages within the MAA website(s), including without limitation any "members only" or other restricted access pages.

(j) With respect to Deposits:

(i) During the term of this Agreement, MAA shall provide Bank, at no cost to Bank, with access to the MAA website to permit Bank to conduct online marketing efforts with, when applicable, links to a Bank Deposits application url and/or Bank inbound application telephone numbers. Such MAA website access shall include banner placements on MAA's homepage, account profile pages and such other online marketing sites as the parties shall mutually agree upon.

(ii) During the term of this Agreement, MAA agrees to conduct on its own, at its expense and on an ongoing basis: (i) online marketing efforts for Deposits, which efforts shall include, but not be limited to, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts for Deposits, which efforts shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging. Notwithstanding the above, Bank reserves the right of prior written approval over any and all material, including scripts, that MAA uses in any Deposits marketing under the Program, and MAA shall discontinue immediately any or all marketing efforts upon receipt of written notice from Bank requesting such discontinuance.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Except for materials used in any GIP or as otherwise provided in Section 2(j), above, Bank will design all advertising, solicitation, and promotional materials used in the Program. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of MAA.
- (c) Except for materials used in any GIP or as otherwise provided in Section 2(j), above, Bank will bear all costs of producing and mailing materials for the Program.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of MAA.

- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of MAA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by MAA.
- (f) Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of applications for Financial Service Products under the Program. MAA will have approval of the use and appearance of the Trademarks used on such materials pursuant to Section 2(d) of this Agreement, but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of MAA, any MAA Affiliate or University for such gifts or premiums. MAA waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.
- (g) Notwithstanding anything contained in the Agreement to the contrary, MAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using MAA's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless MAA consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade). 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.

4. REPRESENTATIONS AND WARRANTIES

(a) MAA and Bank each represents and warrants to the other party 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 negotiation, 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) MAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the MAA Trademarks and, if applicable, to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. MAA further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any entity or organization associated with the University) that can use, license or sub-license the University Trademarks and MAA Trademarks in connection with any Financial Service Products, and/or that has access to the Marketing List in connection with any Financial Service Products. MAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Trademarks or Marketing Lists.

5. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to MAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter. Bank will not pay Royalties to MAA for any Student

Credit Card Accounts under the Program nor will Bank include Student Credit Card Accounts in any calculation of Royalties due under the Program.

- (b) 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 sole discretion ("Impact"), then Bank may notify MAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after MAA'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 MAA, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

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. Bank and MAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

- (a) The initial term of this Agreement will begin on the Effective Date and end on September 30, 2015.
- (b) Notwithstanding Section 8(a) above, the right to not renew the Agreement pursuant to this Section 8 of the Agreement may also be used by Bank to terminate the Deposit Program only or Credit Card Program only as of the end of any current term of the

Agreement, with the exception that such non-renewal notice, to be valid and effective, must be received by MAA on or before one hundred twenty (120) days prior to the end of the then current term. For the avoidance of doubt, in the event the Deposit Program or Credit Card Program terminates earlier than the Agreement as provided for immediately above, such terminated program remains subject to the provisions described in the sections referenced in Section 13(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

- (c) Notwithstanding the foregoing, Bank has the right to remove the Deposit Program from the Agreement by giving MAA written notice that it is exercising such removal right at least ninety (90) days and not more than one hundred eighty (180) days prior to September 30, 2012. For the avoidance of doubt, in the event the Deposit Program is removed from the Agreement in accordance with the immediately above sentence, such removal shall be effective as of October 1, 2012 and shall be treated by the parties as a termination of the Deposit Program. After such termination of the Deposit Program, the Deposit Program shall remain subject to the provisions described in the sections referenced in Section 13(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the Deposit Program shall be null and void, in each case as if the termination of the Deposit Program was a termination or expiration of the Agreement for just that program.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or MAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or MAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by MAA or any MAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to:
 - (i) suspend marketing and remove marketing materials from Bank's marketing channels;
 - (ii) use MAA Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such ninety (90) day period; and
 - (iii) remove MAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. MAA shall not attempt to cause the removal of MAA Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use MAA Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify MAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after MAA'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 either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to MAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 10(e), such terminated program remains subject to the provisions described in the sections referenced in Section 13(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, MAA agrees that neither MAA nor any MAA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a

Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, MAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by MAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP INCENTIVE PROGRAM

- (a) MAA will design all advertising, solicitation and promotional material with regard to any GIP. MAA will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle MAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by MAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by MAA pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. MAA will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of MAA pursuant to any GIP will be promptly reimbursed by MAA upon demand.
- (e) MAA will make all reasonably requested changes to materials to obtain Bank's consent and MAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

12. ACCOUNTHOLDER LIST

- (a) Furnishing the Accountholder List. If no notice of termination has been given by either party, Bank will, from time to time as agreed by the parties, furnish an Accountholder List to MAA. Notwithstanding any provision of the Agreement, Bank will not furnish any Accountholder List or Accountholder Information otherwise required to be provided by it to MAA, and may restrict any use by MAA of any Accountholder List or Accountholder Information that is furnished by Bank to MAA, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bank-wide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Accountholder request, or if furnishing the Accountholder List or

Accountholder Information or its intended use would create an additional regulatory compliance burden on Bank.

- (b) Permitted Use of Accountholder List. MAA shall not use the Accountholder List for any purpose not expressly permitted by Bank in this Agreement or in a separate writing. MAA agrees to secure the Accountholder List in accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to MAA from time to time. MAA will only permit access to the Accountholder List to those employees, volunteers, agents, and/or representatives of MAA who need such access to perform their duties relating to this Agreement. MAA shall instruct all those employees, volunteers, agents, and/or representatives who work with any Accountholder List of MAA's duties and limitations under this Agreement.
- (c) No Transfer of Accountholder List. All Accountholder Lists are confidential and remain the sole property of Bank even when in MAA's possession. MAA will keep all Accountholder Lists confidential and will not make any copies of any kind or transfer, provide, trade, give away, barter, lend, send, sell, or otherwise disclose (collectively "transfer") any Accountholder List to any other entity or individual for any reason, except as required by this Agreement or unless agreed to in writing by Bank prior to any such transfer. If MAA receives a request or demand to disclose an Accountholder List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, MAA shall: (i) immediately notify Bank of the existence, terms, and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Accountholder List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Accountholder List to be disclosed that Bank designates.
- (d) Detection of Unauthorized Use of Accountholder List. Any Accountholder List furnished to MAA may contain dummy information (*e.g.*, names, account information, addresses, *etc.*, unknown to MAA.) for the purpose of detecting unauthorized use of an Accountholder List. A violation of this Section is conclusively proven and the relief specified below will be deemed owed when Bank establishes the following conditions: (i) that Bank placed dummy information on the list (*e.g.*, name(s), account information, address(es), *etc.*); (ii) that the dummy information received any mailings which were sent or generated outside the scope of the permitted use of the Accountholder List; and (iii) that identical dummy information was not furnished by Bank or its affiliates to any third party.
- (e) Relief for Unauthorized Use of Accountholder List. Because the nature of the Accountholder List makes an evaluation of damages after a violation of this Section impossible, then if MAA or any of its employees, volunteers, agents, and/or representatives uses an Accountholder List in a manner that violates this Section, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the

amount of damages not to exceed one hundred fifty thousand dollars (\$150,000) per breach. In addition, Bank will be entitled to injunctive relief to prevent violation or further violation by MAA and/or its employees, volunteers, agents, or representatives of this Section. Nothing in this Section will be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

- (f) Return or Destruction of Accountholder List. MAA will return to Bank each Accountholder List, in the same form as received by MAA within thirty (30) days of receipt of such Accountholder List. On or before the effective date of termination of the Agreement, MAA agrees that it will: (i) immediately destroy and purge from all its systems all Accountholder Lists and Accountholder Information; and (ii) return or destroy within thirty (30) days all Accountholder Lists and Accountholder Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. MAA shall perform all destruction of Accountholder Lists and Accountholder Information in accordance with Bank's then current destruction policy.
- (g) Notification and Treatment of Security Breach. MAA shall notify Bank in writing within twenty-four hours in the event of a breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include the Accountholder List or Accountholder Information. MAA shall cooperate fully with Bank to investigate, resolve and control security incidents. MAA shall reimburse Bank for its cost of producing and mailing any notice required by law or regulation that informs the Accountholders of a security breach. MAA shall monitor industry-standard information channels (bugtraq, CERT, OEMs, etc.) for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" shall mean that MAA shall introduce such fix or patch as soon as commercially reasonable after MAA becomes aware of the security problem. This obligation extends to all devices that comprise MAA's system, e.g., application software, databases, servers, firewalls, routers and switches, hubs, etc., and to all of MAA's other Information handling practices.

13. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f), 11(e) and 12(b) through 12(g) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:
- (1) If to MAA:
- University of Missouri Alumni Association
123 Reynolds Alumni and Visitor Center
Columbia, Missouri 65211
- ATTENTION: Mr. Todd McCubbin
Executive Director
- Fax #: (573) 882-5145
- (2) If to Bank:
- FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884
- ATTENTION: Contract Administration
- Fax #: (302) 432-1821
- (3) Any party may change the address and fax number 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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably

withheld, MAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of MAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

- (h) Bank and MAA are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than MAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) MAA recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, MAA agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that MAA does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (n) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

**University of Missouri
Alumni Association**

FIA Card Services, N.A.

By: Todd McAbbin

By: 

Name: Todd McAbbin

Name: Michael L. Parsons Jr.

Title: Executive Director

Title: SVP

Date: 12-30-10

Date: 1.14.2011

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay MAA a Royalty calculated as follows. Bank may create a special class of consumer accounts for MAA 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. GIP ACCOUNTS

1. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.
3. \$30.00 (thirty dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. DEPOSIT ACCOUNTS

During the term of this Agreement, MAA will receive the Deposits Royalties set forth below for the Deposit Accounts set forth below and will not receive Royalties for any other Deposit Accounts. Further, Deposit Royalties will not be paid to MAA on any existing deposit account that is converted to the Program.

1. \$2.00 (two dollars) for each new checking Deposit Account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$1.00 (one dollar) for every checking Deposit 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.
2. 0.10 % (ten basis points) of Net New Purchases.

C. ANNUAL ROYALTY

Bank will pay MAA a Royalty which is determined by the Annual Loan Loss Rate (as such term is defined below) of the Credit Card Accounts (the "Annual Royalty"). The Annual Royalty is expressed as a percentage of Average Outstanding Balance (as such term is defined below) and will be calculated based on the percentages set forth in the chart below. Beginning October 1, 2011 through and including October 1, 2014, Bank will pay each Annual Royalty, if any, approximately forty-five (45) days following each such October 1st during the initial term.

Each Annual Royalty payment will be determined by the Annual Loan Loss Rate of the Credit Card Accounts for the immediately preceding Contract Period (e.g., the Annual Royalty, if any, due on or about October 1, 2011 will be determined by the Annual Loan Loss Rate of the Credit Card Accounts for the Contract Period ending September 30, 2011.) Bank makes each Annual Royalty payment, if any, in advance, in consideration for MAA's performance of the terms and conditions of this Agreement during the current Contract Period (e.g., the Annual Royalty payment, if any, that Bank makes on or about October 1, 2011 will be in consideration for MAA's performance under the Agreement during Contract Period ending September 30, 2012.)

In addition to the foregoing, MAA will receive an Annual Royalty payment of three hundred fifty-five thousand six hundred ten dollars (\$355,610) within approximately forty-five (45) days after the full execution of this Agreement. This payment is in consideration for MAA's performance under this Agreement from the Effective Date through September 30, 2011.

For purposes of this section, "Loan Loss Amount" means (a) the aggregate amount of the outstanding balances on all Credit Card Accounts that have been charged-off (written off as a bad debt by the Bank), less (b) any recoveries against such amounts, and less (c) any interest or fees included in such amounts, expressed as a dollar amount. Loan Loss Amount is calculated each month at the close of business on the last day of the month.

For the purposes of this section, "Annual Loan Loss Rate" means the aggregate sum of all Loan Loss Amounts in a Contract Period divided by Average Outstanding Balance for the same Contract Period. It is calculated annually and expressed as a percentage.

For purposes of this section, "Outstanding Balance" is determined by calculating the month-end outstanding balance of all Credit Card Accounts on the last day of the month. It is calculated each month at the close of business on the last day of the month and expressed as a dollar amount.

For purposes of this section, "Average Outstanding Balance" means the aggregate sum of Outstanding Balance for the applicable Contract Period, divided by 12. It is calculated annually and expressed as a dollar amount.

The Annual Royalty will be expressed as a percentage of Average Outstanding Balance, such percentage to be determined by the Annual Loan Loss Rate for the applicable Contract Period, as follows:

ANNUAL LOAN LOSS RATE	ANNUAL ROYALTY EXPRESSED AS PERCENTAGE OF AVERAGE OUTSTANDING BALANCE
Less than 3.00%	1.00% (one hundred basis points)
Greater than or equal to 3.00% but less than 4.00%	0.95% (ninety-five basis points)
Greater than or equal to 4.00% but less than 5.00%	0.90% (ninety basis points)
Greater than or equal to 5.00% but less than 6.00%	0.85% (eighty-five basis points)
Greater than or equal to 6.00% but less than 6.50%	0.70% (seventy basis points)
Greater than or equal to 6.50 % but less than 7.00%	0.60% (sixty basis points)
Greater than or equal to 7.00% but less than 7.50%	0.45% (forty-five basis points)
Greater than or equal to 7.50% but less than 8.00%	0.30% (thirty basis points)
Greater than or equal to 8.00%	0.15% (fifteen basis points)

All Royalty payments, including, without limitation, each Annual Royalty, are subject to adjustment by Bank for overpayment of Royalties by Bank.

No further Annual Royalty payments are due if any event described in (a) through (f) below occurs. Notwithstanding the foregoing, in addition to any other remedies the Bank may have under this Agreement, MAA will refund to Bank the full amount of the Annual Royalty payment most recently paid to MAA by Bank if any of the following conditions occur during the term of the Agreement:

- (a) the Agreement terminates prior to September 30, 2015;
- (b) MAA breaches the Agreement;
- (c) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Marketing List during each Contract Period during the term of the Agreement;
- (d) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Marketing List during each Contract Period during the term of the Agreement;

- (e) Bank is prohibited or otherwise prevented from conducting promotion campaigns at major University events during the period from the Effective Date through September 30, 2010 and thereafter during each Contract Period during the term of the Agreement; or
- (f) Bank is prohibited or otherwise prevented from advertising the Program on the website(s) of MAA pursuant to Sections 2(i) and 2(j) of this Agreement.