

**THE UNIVERSITY OF MONTANA ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Agreement is entered into as of this 5 day of April, 2002, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and THE UNIVERSITY OF MONTANA ALUMNI ASSOCIATION, a Montana corporation having its principal place of business in Missoula, Montana ("Alumni Association") for themselves, and their respective successors and assigns.

WHEREAS, Alumni Association MBNA America are parties to an affinity agreement last dated May 28, 1993, as the same was amended by addenda dated November 22, 1994, October 28, 1996, April 21, 1997 and October 22, 1998 (the "Original Agreement"); and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C and Attachment #1.
- (b) "Alumni Association Affiliate" means any entity controlling, controlled by or under common control with the Alumni Association.
- (c) "Alumni Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Alumni Association or any Alumni Association Affiliate during the term of this Agreement.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application. A "Travel Reward Credit Card Account" is a Credit Card Account carrying the Travel Reward Enhancement (as hereinafter defined).
- (e) "Customer" means any Member who is a participant in the Program.

- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.
- (g) "Group Incentive Program " or "GIP" means any marketing or other program whereby Alumni Association conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (h) "Financial Service Products" means credit card programs, charge card programs, debit card programs that utilize the logo of MasterCard or VISA, installment loan programs, revolving loan programs, deposit programs and travel and entertainment card programs.
- (i) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (j) "Member" means: (i) an undergraduate or graduate student of The University of Montana (each a "Student Member"); and (ii), alumni of the University, a member of the Alumni Association, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by Alumni Association and MBNA America (each an "Alumni Member").
- (k) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (l) "Royalties" means the compensation set forth in Schedule B.
- (m) "Trademarks" means the Alumni Association Trademarks and the University Trademarks.
- (n) "Travel Reward Enhancement" means the frequent travel reward enhancement which may be marketed under another name (e.g., Plus Miles). MBNA America reserves the right to change the Travel Reward Enhancement name(s), in its sole discretion, from time to time.
- (o) "University" means The University of Montana and any office or department of, or affiliated or associated with, The University of Montana, including but not limited to The University of Montana Department of Intercollegiate Athletics and the office of student affairs of The University of Montana.
- (p) "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, including but not limited to those University Trademarks associated with the University of Montana Department of Intercollegiate Athletics (the "Athletic Trademarks").

2. RIGHTS AND RESPONSIBILITIES OF THE ALUMI ASSOCIATION

(a) The Alumni Association agrees that during the term of this Agreement it shall endorse the Program exclusively and that Alumni Association and any Alumni Association Affiliate (other than the University) shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of said financial institution or the advertised Financial Service Product.

(b) Alumni Association agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program to the full extent permissible by law.

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

(d) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain Alumni Association's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Alumni Association. In the event such costs exceed Royalties then due Alumni Association, Alumni Association shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, Alumni Association shall provide MBNA America with Mailing Lists free of any charge; provided, however, that Alumni Association shall not include in any Mailing List the name and/or related information regarding any person who (i) has expressly requested that Alumni Association not provide his/her personal information to third parties; or (ii) have not authorized their inclusion in the University's or Alumni Association's directory information list or similar list(s). Notwithstanding the foregoing sentence, Alumni Association represents and warrants to MBNA America that each Mailing List provided to MBNA America during the term of this Agreement will contain a minimum of forty seven thousand (47,000) non-duplicate names with corresponding postal address of Members. In the event that MBNA America incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Alumni Association. Alumni Association shall provide the initial Mailing List, containing at least forty seven thousand (47,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Student Members and

at least eight thousand five hundred (8,500) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Alumni Members as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement.

(f) Alumni Association shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Alumni Association. Notwithstanding the above, Alumni Association may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Alumni Association. Any correspondence received by Alumni Association that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) Alumni Association hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Alumni Association shall 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.

(i) Alumni Association shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of Alumni Association. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle Alumni Association to the GIP compensation set forth on **Schedule B**, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Alumni Association.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Alumni Association. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Alumni Association.

4. REPRESENTATIONS AND WARRANTIES

- (a) Alumni Association and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) Alumni Association represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Alumni Association Trademarks and to sublicense the University Trademarks to MBNA America for use

as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. Alumni Association further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization that can use, license or sub-license the University Trademarks in connection with any Financial Service Products or has access to the Mailing List in connection with any Financial Service Products. Alumni Association will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Alumni Association. Royalties will not be paid without a completed **Schedule C** (W-9 Form and EFT Form). Except as otherwise provided in **Schedule B**, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. Travel Reward Credit Card Accounts shall generate solely the Royalties specified in **Schedule B**, Section B hereof.

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

6. PROGRAM ADJUSTMENTS

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

7. CONFIDENTIALITY OF AGREEMENT

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

MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance, solely at MBNA America's expense, that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or Alumni Association, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or Alumni Association becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

of Alumni Association's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISAS or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Alumni Association may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Alumni Association provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Alumni Association pursuant to any GIP. In that regard, Alumni Association shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Alumni Association to the Royalty specified in **Schedule B**, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by Alumni Association for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in **Schedule B**.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by Alumni Association pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Alumni Association pursuant to any GIP shall be deducted from any or all Royalty payments due Alumni Association under this Agreement.

(e) Alumni Association shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

12. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

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

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

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Alumni Association:

THE UNIVERSITY OF MONTANA ALUMNI ASSOCIATION
Brantly Hall
Missoula, Montana 59812-7920

ATTENTION: Bill Johnston,
Executive Director

Fax #: (406) 243-4467

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: Director of National Sales

Fax #: (302) 432-0261

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement, MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and Alumni Association are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

THE UNIVERSITY OF MONTANA
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Bill Johnston

By: Michael Durrah

Name: Bill Johnston

Name: Michael Durrah

Title: EXEC. Director

Title: SEVP

Date: April 5, 2002

Date: April 19, 2002

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS (OTHER THAN TRAVEL REWARD CREDIT CARD ACCOUNTS)

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 7.90%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. For Student Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 9.90%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. TRAVEL REWARD CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty Five Dollar) Annual Fee.
2. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.

C. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.99%.

D. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS (OTHER THAN TRAVEL REWARD 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. \$6.00 (six dollars) for each Platinum Plus Credit Card Account or Gold 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 Platinum Plus Credit Card Account or Gold 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 Platinum Plus Credit Card Account or Gold Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Preferred 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 Preferred 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 Preferred Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. TRAVEL REWARD CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Travel Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Travel Reward Credit Card Account.
2. \$17.00 (seventeen dollars) for each Travel Reward Credit Card Account 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 Travel 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 Travel Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Travel Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

C. 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.

D. 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.

E. DEPOSIT ACCOUNTS

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

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

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

F. GIP ACCOUNTS

\$15.00 (fifteen 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.

G. ROYALTY ADVANCE

Within forty-five (45) days of April 15, 2002, MBNA America shall pay to Alumni Association the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) (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 MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance 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 end December 31, 2006;
- (ii) Alumni Association breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) 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 postering) at major events, including but not limited to those events listed on Attachment #1, during each consecutive twelve month period during the term of the Agreement; and
- (vi) the University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

ATTACHMENT #1

PROMOTIONAL OPPORTUNITIES

In accordance with Section 2(h) of this Agreement, Alumni Association shall provide the following to MBNA America at no additional cost:

- (a) Alumni Association shall ensure that MBNA America has the right to conduct direct promotion events for the Program at all of the University's regular pre-season and post-season athletic events occurring on University's premises. To the extent that they are informed of the rules and regulations, MBNA America agrees that all MBNA America employees and agents will follow the rules and regulations applicable to entities conducting business on the University's premises when conducting direct promotion events.
- (b) When conducting direct promotion events, MBNA may have as many as two (2) separate 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 and MBNA America.
- (c) At each Location, MBNA America shall use one 8 x 4 booth/table or kiosk. Alumni Association shall distribute admission passes to all MBNA America employees and representatives. Alumni Association shall provide MBNA America with one (1) parking permits/passes for every four (4) MBNA America employees or representatives scheduled to work at each game at which MBNA America will be conducting direct promotion events.
- (d) 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.
- (e) MBNA America shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event.
- (f) 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.
- (g) MBNA America has the right to distribute take-one applications for the Program with football, basketball, baseball, soccer, and volleyball ticket renewal notices and season ticket mailings.
- (h) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items.

To: FILE **Phone:**
From: JO TRASATTI **Fax:**
Date: 2/1/07 **Department:**
Subject: UNIVERSITY OF MONTANA -AAOW **Mailstop:**

Page 7 of the Term Extension Addendum of 10/12/06 was changed to reflect the correct amount of compensation after it had been signed by the group and senior management at FIA. It was subsequently initialed by both parties and added to Side A of this group's masterfile and also scanned into the imaged version of this file.

JAN-25-2007 THU 03:15 PM

CARD SERVICES NA

FAX NO. 185454259

P. 02

Sent by: FIA Card Services

302 432 1363;

01/22/2007 14:40; #684; Page 3/3

Received: 12/12/2006 14:46; ->FIA Card Services; #698; Page 2

Sent by: FIA Card Services

302 432 1363;

12/08/2006 16:39; #593; Page 2/2

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

- 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward 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 air transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).
- \$40.00 (forty dollars) for each Business Reward QIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward QIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Account's opening for at least one purchase or cash advance which is not subsequently reclassified, the subject of a charge back request, or otherwise disputed. Such Business Reward QIP Account will not qualify for any other opening-of-account Royalty.

G. DEPOSIT ACCOUNTS

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

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

- 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0041667%) of the average MMDA Deposits.
0.0041667% e j j 1/25/07
- 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0041667%) of the average CD Deposits.
0.0041667% e j j 1/25/07

H. ROYALTY ADVANCE

Within forty-five (45) days of the full execution of this Addendum, Bank shall pay to Alumni Association the sum of three hundred thousand dollars (\$300,000) (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 Classes (i) through (vi) below should occur:

- the Agreement is terminated prior to December 31, 2011;
- Alumni Association breaches any of its obligations under this Agreement;

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 12 day of October, 2006 ("the Effective Date") by and between THE UNIVERSITY OF MONTANA 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 an Amended and Restated Affinity Agreement dated as of April 5, 2002, as the same may have been amended (the "Agreement"), wherein Bank provides certain financial services to certain Members included in certain lists provided to Bank by or on behalf of Alumni Association; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement 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 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 December 31, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement:

"Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program. "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

"Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

"Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by Bank from time to time, in its sole discretion.

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

"Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

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

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

“Reward Enhancement” means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a consumer Reward Credit Card Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

“Reward Credit Card Account” means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

4. The definition of “Credit Card Account” is hereby amended by deleting the last sentence of the definition. The definition of “Travel Reward Enhancement” is hereby deleted in its entirety.

5. Section 5 of the Agreement is hereby amended by deleting the last sentence.

6. Schedule B of the Agreement is hereby deleted in its entirety, and replaced with a new Schedule B, as set forth on Attachment #1, attached hereto and incorporated herein by reference.

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

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

**THE UNIVERSITY OF MONTANA
ALUMNI ASSOCIATION**

By: Bill Johnston

Name: Bill Johnston

Title: Exec. Director UMAA

Date: October 12, 2006

FIA CARD SERVICES, N.A.

By: Jake Frego

Name: Jake Frego

Title: SVP

Date: 10/27/06

ATTACHMENT #1

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for Alumni Association 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$6.00 (six dollars) for each Platinum Plus Credit Card Account or Gold Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Platinum Plus Credit Card Account or Gold Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Platinum Plus Credit Card Account or Gold Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Preferred Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Preferred Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
6. \$40.00 (forty dollars) for each consumer 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
2. \$40.00 (forty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety consecutive days, and which is utilized by the Customer within the first ninety days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-account Royalty.

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$6.00 (six dollars) for each Platinum Plus Reward Credit Card Account or Gold Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Platinum Plus Reward Credit Card Account or Gold Reward Credit Card Account which:
1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Platinum Plus Reward Credit Card Account or Reward Gold Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Preferred Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Preferred Reward Credit Card Account which:
1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Preferred Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty 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.

F. BUSINESS REWARD ACCOUNTS

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

1. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).
2. \$40.00 (forty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the 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 Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

G. DEPOSIT ACCOUNTS

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

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

1. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

H. ROYALTY ADVANCE

Within forty-five (45) days of the full execution of this Addendum, Bank shall pay to Alumni Association the sum of three hundred thousand dollars (\$300,000) (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 (vi) below should occur:

- (i) the Agreement is terminated prior to December 31, 2011;
- (ii) Alumni Association breaches any of its obligations under this Agreement;

- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events, including but not limited to those events listed on Attachment #1 of the Amended and Restated Affinity Agreement, during each consecutive twelve month period during the term of the Agreement; or
- (vi) the University endorses, sponsors or promotes any Financial Service Product of any entity other than Bank that is the same as, or similar to, the Financial Service Products identified on this Schedule B, as the same may be amended from time to time ("Schedule B"). Notwithstanding the foregoing, University may:
 - (1) accept advertising from any financial institution provided that the advertisement does not contain an express endorsement by University of (y) the financial institution or (z) any Financial Service Product that is the same as or similar to any Financial Service Product that is identified on this Schedule B; or
 - (2) utilize an institutional credit card issued by an entity (other than Bank) for use by employees and other authorized University personnel solely for official University purchases.

I. ROYALTY GUARANTEE

Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than three hundred thousand dollars (\$300,000) (the "Guarantee Amount") by December 31, 2011, subject to the provisions set forth below. If as of December 31, 2011 Alumni Association has not accrued \$300,000 in Royalties, Bank will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association between the Effective Date and December 31, 2011 and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1., above.

FIA CARD SERVICES™

Via Overnight Delivery

July 26, 2011

Mr. Bill Johnston
Executive Director
The University of Montana Alumni Association
Brantly Hall
Missoula, Montana 59812-7920

Dear Mr. Johnston:

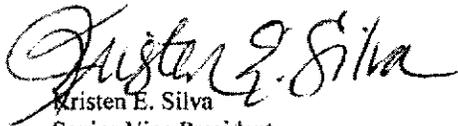
I am writing to inform you that following a comprehensive review of The University of Montana Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated April 5, 2002, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 8 of the Agreement as amended by Section 2 of that Term extension Addendum to the Agreement dated October 12, 2006.

The Agreement's expiration date is December 31, 2011.

We have appreciated your endorsement.

Sincerely,



Kristen E. Silva
Senior Vice President
FIA Card Services, N.A.