

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 COLORADO SCHOOL OF MINES ALUMNI ASSOCIATION, having its principal place of business in Golden, Colorado (hereinafter referred to as "CSMAA") and TRANS NATIONAL GROUP SERVICES, a Massachusetts business trust with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (hereinafter referred to as "TNGS") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A.
- (b) "Anniversary Date" means July 31, 1996 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Credit Card Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services and travel and entertainment card services.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of CSMAA plus other participants designated by CSMAA.
- (g) "Program" means those programs and services of the Credit Card Services MBNA America agrees to offer and CSMAA agrees to accept from time to time.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by CSMAA 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 CSMAA with Royalties generated thereby, and CSMAA agrees to exclusively endorse the Program and provide MBNA America and TNGS with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members.

5/11/96

3. RIGHTS AND RESPONSIBILITIES OF CSMAA

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

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA AND TNGS

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America and/or TNGS shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials mailed by TNGS.
- (c) MBNA America and/or TNGS shall bear all costs of producing and mailing materials for the Program.

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

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

The Mailing Lists are and shall remain the sole property of CSMAA. 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 CSMAA.

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

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to CSMAA all Royalties set forth in Schedule A. CSMAA 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

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

7. RATE AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

MBNA America, TNGS and CSMAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America, TNGS and CSMAA 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 July 31, 1991 until July 31, 1996. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless any party gives written notice at least 90 days prior to the Anniversary Date as it may be extended, to the other party of its intention not to renew.

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

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

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

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

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

12. MISCELLANEOUS

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

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

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

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

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

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

(i) If to CSMAA:

COLORADO SCHOOL OF MINES ALUMNI ASSOCIATION
Twin Towers, Suite 32 East Mail - P.O. Box 1419
Golden, Colorado 80401 Golden, CO 80402
ATTENTION: Mr. Norman R. Zehr, Executive Director NRZ

(ii) If to MBNA America:

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

(iii) If to TNGS:

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

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.

(h) It is agreed and understood that MBNA America, TNGS and CSMAA 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 CSMAA, TNGS, and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

COLORADO SCHOOL OF MINES ALUMNI ASSOCIATION

Dated this ^{24th} day of ~~July~~
July, 1991

By: Norman R. Jahn
Title: Executive Director

MBNA AMERICA BANK N.A.

Dated this 30 day of
July, 1991

By: Elizabeth Hershoff
Title: Senior Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 31 day of
July, 1991

By: [Signature]
Title: Senior Vice President Financial Services

SCHEDULE A

I. RATES

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

II. ROYALTY ARRANGEMENT

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

- * \$1.00 for every new account opened by a Member.
- * \$3.00 for each year an account is renewed, applicable Annual fee is paid, and active charging privileges are in force.
- * \$0.25 per retail transaction made on all credit card accounts (net refunds and returns).

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

7-15-91
SS:mm

COLORADO SCHOOL OF MINES ALUMNI ASSOCIATION

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 31 day of AUG, 2000 by and between Colorado School of Mines Alumni Association ("CSMAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, CSMAA 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 CSMAA; and

WHEREAS, CSMAA and MBNA America mutually desire to extend the term of the Agreement and modify the compensation;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, CSMAA 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 July 31, 2005. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to CSMAA's obligations under the Agreement to exclusively endorse the Program, CSMAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Credit Card Services of any organization other than MBNA America.
4. The compensation is changed to the compensation set forth on Attachment 1. This change shall be effective for compensation accruing on or after April 1, 2000.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire

agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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.

COLORADO SCHOOL OF MINES
ALUMNI ASSOCIATION

By: Michael B Watson
Name: MICHAEL B WATSON
Title: EXECUTIVE DIRECTOR
Date: 8/31/00

MBNA AMERICA BANK, N.A.

By: DM Cummings, Jr
Name: Douglas M. Cummings, Jr
Title: SEN. EXEC. V.P.
Date: 9/17/00

Blake
9/17/00

ATTACHMENT 1

During the term of this Agreement, MBNA America will pay CSMAA 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:

CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new credit card account opened by a Member in response to marketing efforts made pursuant to the Program ("Credit Card Account"), which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account where the primary applicant is an Alumnus of CSMAA ("Alumni Customer Credit Card Account") for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one-half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).