

## 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 MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION, a non-profit organization, having its principal place of business in Bozeman, Montana (hereinafter referred to as, "MSU") 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 June 15, 1998, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, and deposit 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 MSU plus other participants mutually agreed to by MSU 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, traddress, tradename, or trademark presently used or acquired by MSU during the term of this Agreement.

## **2. AGREEMENT TO PROVIDE 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 MSU with Royalties generated thereby, and MSU 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 MSU

(a) MSU 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. MSU 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. MSU further agrees that during the term of this Agreement, no MSU publication shall carry advertisements for any other Financial Services.

(b) MSU authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) MSU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either MSU's Trademark or the endorsement of MSU which approval shall not be unreasonably withheld or delayed.

(d) MSU 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 MSU.

(e) MSU 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 MSU.

(f) MSU warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. MSU 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 MSU during the term of this Agreement. Nothing stated in this Agreement prohibits MSU 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) MSU shall provide MBNA America with a subscription without charge to any and all MSU 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 MSU.

(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 MSU. 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 MSU.

(f) MBNA shall use its best efforts to market and otherwise promote the program to maximize the program's success and revenue to MSUAA. MSUAA will work with MBNA to maximize the marketing of the program and make MBNA aware of every opportunity to maximize the success of the program.

## **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay to MSU all Royalties set forth in Schedules A and B, attached and incorporated herein. MSU 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**

MSU 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 MSU or MBNA, 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 by the other party.

## **7. RATES 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 MSU 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 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 MSU 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 MSU 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 June 15, 1993 until June 15, 1998. 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 ninety (90) (but not more than one hundred and eighty (180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) Schedules A and B are accurate as of June 15, 1993, and MBNA America shall not adjust the rate provisions of this Schedule A for ninety (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 MSU to the Members. Upon termination or expiration of this Agreement, MSU shall not take action with MBNA America, or any other person to cause the removal of MSU'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 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 or MSU, 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 MSU becomes insolvent in that its liabilities exceed its assets, 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 license 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 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 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 MSU:

MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION

Foundation and Alumni Center

Bozeman, Montana 59717

ATTENTION: Jaynee Drange Groseth

Executive Director

(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.

(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, and MSU 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 MSU, and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding anything else in this Agreement to the contrary, this Agreement and any or all rights hereunder shall be assignable or transferrable by MBNA America. If such assignment results in a material decrease of service level or product offerings then MSUAA shall have right to terminate the Agreement with sixty (60) days notice to the assignee. A transfer shall be deemed to include any

merger or consolidation of MBNA America into any entity and/or any transfer of all or substantially all of the assets of MBNA America to any other entity.

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.

MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION

Dated this 7 day  
of June, 1993

By: Jessie Mary Gosh

Title: Executive Director

MBNA AMERICA BANK, N.A.

Dated this 22 day  
of June, 1993

By: Wes. Moore

Title: EXECUTIVE VICE PRESIDENT

## SCHEDULE A

### I. TERMS AND FEATURES

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.

#### **A. Credit Card Accounts**

- o There is NO Annual Fee for the first two (2) years for the Members.
- o The Annual Fee, when applied, is:
  - \$40.00 Gold Credit Card Account;
  - \$20.00 Preferred Credit Card Account;
- o The current Annual Percentage Rate for Alumni Members of MSU will be a fixed rate of 16.9%, or a variable rate of prime rate plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published in the Money Rates Section of The Wall Street Journal. A Customer's rate may also vary depending on the payment history of the Customer and will be determined on a quarterly basis. The terms referenced above will be subject in all respects to the terms set forth in the Credit Card Agreement entered into between MBNA America and each such Customer, as the same may be amended from time to time.
- o The current Annual Percentage Rate for Student Members of MSU is 17.9%.

#### **B. GoldReserve Accounts**

- o There is No Annual Fee for the first six months for the Members.
- o The Annual Fee the second six 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.

### II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay MSU 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 MSU which remains open for at least ninety (90) days.
- o \$6.00 each year a Gold Credit Card Account is renewed by an Alumni Member of MSU, and an Annual Fee is paid by Customer.

- o \$3.00 each year a Preferred Credit Card Account is renewed by an Alumni or Student Member of MSU, and an Annual Fee is paid by Customer.
- o \$0.15 per retail transaction made by Student Members of MSU (net refunds and returns).
- o .50 of 1% of all retail purchase transactions made by Alumni Members of MSU (net refunds and returns).
- o \$15.00 for every Gold Credit Card Account opened by MSU, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by MSU. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by MSU must be approved in writing by MBNA America prior to distribution.
- o \$10.00 for every Preferred Credit Card Account opened by MSU, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by MSU. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by MSU must be approved in writing by MBNA America prior to distribution.
- o Upon implementation of program marketing, MBNA America agrees to make a one-time payment to MSU of \$50,000 (fifty thousand dollars) as an advance on future royalties, as outlined above, provided MSU allows for the full implementation of program marketing (direct mail, telemarketing, direct promotions).

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

**B. GOLD RESERVE REVOLVING LOAN ACCOUNTS**  
**(OFFERED TO ALUMNI MEMBERS ONLY)**

1. \$0.50 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.
2. 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.
3. \$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

### **I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")**

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

### **II. GOLDCERTIFICATE CERTIFICATE OF DEPOSIT ("CD")**

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

### **III. MMDA AND CD**

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

#### IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of MSU Members obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of MSU Members obtained by MBNA America pursuant to the Program.
- (c) 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.

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**ADDENDUM**

**THIS ADDENDUM** (the "Addendum") is entered into as of the \_\_\_ day of \_\_\_\_\_, 199\_\_, by and between MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION ("MSUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

**WHEREAS**, MSUAA 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 MSUAA; and

**WHEREAS**, MSUAA and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

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

1. Effective as of January 1, 1995, the terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$3.00 (three dollars) for each Standard 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.

\$6.00 (six dollars) for each 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 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.

2. 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.

3. 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 part or its employees, officers or agents shall be valid or 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.

**MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION**

By: *Jayne Drange Groseth*  
Name: Jayne Drange Groseth  
Title: Executive Director

*[Signature]*  
By: MBNA AMERICA BANK, N.A.  
Name: HOWARD G. WALLACE  
Title: EXECUTIVE VICE PRESIDENT

## RENEWAL ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 18<sup>th</sup> day of March, 1997 (the "Effective Date"), by and between MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION ("MSUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and MBNA America are parties to an affinity agreement last dated June 22, 1993, as the same may have been amended by an addendum that was effective January 1, 1995 (collectively the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of MSUAA; and

WHEREAS, MSUAA and MBNA America mutually desire to amend the Agreement to extend the term of the Agreement and to modify the terms and features of the Program;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Plus Miles Credit Card Account" is a Credit Card Account for which the card enhancement currently known as "Plus Miles" has been offered by MBNA America and remains accepted by a Member or Customer. "Alumni Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
3. "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by MSUAA or the Customer as an undergraduate or graduate student of Montana State University.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
4. The initial term of the Agreement as amended by this Addendum will begin on the Effective Date and end on March 21, 2002. 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.

### 5. GROUP INCENTIVE PROGRAM

- (a) "Group Incentive Program " or "GIP" means any marketing or other program whereby MSUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (b) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which MSUAA complies with the GIP provisions of this Agreement.
- (c) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by MSUAA pursuant to any GIP. In that regard, MSUAA 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 MSUAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (d) All marketing materials generated as a result of such GIP programs shall be coded by MSUAA 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.
- (e) 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 MSUAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.
- (f) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of MSUAA pursuant to any GIP shall be deducted from any or all Royalty payments due MSUAA under this Agreement.
- (g) MSUAA 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.
6. Schedule A of the Agreement is hereby replaced in its entirety with Schedule A which is attached hereto and incorporated by reference.
7. Schedule B of the Agreement is hereby replaced in its entirety with Schedule B which is attached hereto and incorporated by reference.
8. 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 (without regard to its conflict of laws provisions) and shall be deemed for all purposes to be made and fully performed in Delaware.

9. 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.

MONTANA STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Synee Drange Groseth*

By: *Howard C. Wallace*

Name: *Synee Drange Groseth*

Name: HOWARD C. WALLACE

Title: *Executive Director*

Title: SENIOR EXECUTIVE  
VICE PRESIDENT

## SCHEDULE A

### TERMS AND FEATURES

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

#### A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus (i) 7.4% for Platinum Plus Credit Card Accounts; and (ii) 7.9% for Gold and Standard Credit Card Accounts. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
3. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.
5. There is a \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the optional Plus Miles enhancement.

#### B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 18.9%.

#### C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>SM</sup> (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 14.99%.

SCHEDULE BROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay MSUAA 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. \$6.00 (six dollars) for each Alumni Platinum Plus or Gold 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 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Alumni Standard 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 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. \$3.00 (three dollars) for each Student Credit Card Account for which the annual fee is paid by the Student 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 Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
5. \$17.00 (seventeen dollars) for each Alumni Plus Miles 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 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

6. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni 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)).
7. \$0.15 (fifteen cents) for each retail purchase transaction made by a Student 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. 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. DEPOSIT ACCOUNTS

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

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

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

#### E. ROYALTY ADVANCE

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to MSUAA the sum of two hundred fifty thousand dollars (\$250,000) (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 MSUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to MSUAA as set forth in this Agreement. Notwithstanding the foregoing, MSUAA 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 (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) MSUAA 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 four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

#### F. ROYALTY GUARANTEE.

MSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than two hundred and fifty thousand dollars (\$250,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth in Section E, 1., (i-v) above. If on the last day of the full initial term of this Agreement MSUAA has not accrued \$250,000 in Royalties, MBNA America will pay MSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by MSUAA during the initial term of this Agreement and the amount of any unrecouped Advance. 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 E, 1., (i-v) above.

#### G. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Alumni Platinum Plus or Gold GIP 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. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 for each Alumni Standard GIP 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. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
3. \$10.00 for each Student GIP 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. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### H. ANNUAL SCHOLARSHIP

During each year that the Agreement is in effect, beginning with calendar year 1997, MBNA America shall pay MSUAA the tuition, up to a maximum of Five Thousand Dollars (\$5,000) per calendar year, of one (1) student who attends Montana State University. Selection of this student will be solely determined by MSUAA.

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**CUSTOMER LIST ADDENDUM  
TO THE MONTANA STATE UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 7<sup>th</sup> day of July, 1998 by and between Montana State University Alumni Association ("MSUAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA 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 MSUAA; 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, MSUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Each year 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 upon the request of MSUAA provide a list of information (e.g., names and addresses) 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.
3. MSUAA shall return to MBNA America each Customer List, in the same form as received by MSUAA within thirty (30) days of receipt of such Customer List. MSUAA 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.
4. Any Customer List provided to MSUAA 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 MSUAA. 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.

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5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. MSUAA expressly acknowledges and agrees that MSUAA has no property right or interest whatsoever in any Customer List. MSUAA 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 MSUAA shall keep in confidence and trust all Customer Lists. MSUAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and MSUAA 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.)

6. MSUAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. MSUAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. MSUAA 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 MSUAA from time to time. MSUAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of MSUAA who need such access to perform their duties for MSUAA. In view of the confidential nature of the Customer List, MSUAA warrants that MSUAA 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.

7. 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 MSUAA 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, MSUAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by MSUAA 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.

8. In the event MSUAA 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, MSUAA 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.

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

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

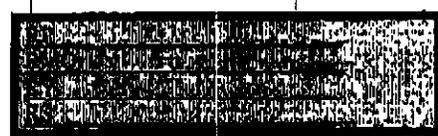
IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

MONTANA STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Jaynece Orange Groseth  
 Name: Jaynece Orange Groseth  
 Title: Executive Director  
 Date: 7/23/98

By: John C. Richmond  
 Name: JOHN C. RICHMOND  
 Title: SEVP  
 Date: 10/28/98



## BUSINESS CARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 9 day of October, 2000, by and between Montana State University Alumni Association ("MSUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, MSUAA 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 MSUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

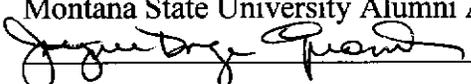
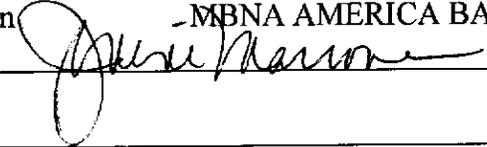
1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. MSUAA 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 MSUAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, MSUAA will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, MSUAA shall not take action to cause the removal of MSUAA'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, MSUAA hereby grants to

MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. MSUAA represents and warrants that MSUAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

Montana State University Alumni Association		-MBNA AMERICA BANK, N.A.	
By: <u></u>	By: <u></u>		
Name: <u>Jaynee Drange Groseth</u>	Name: _____		
Title: <u>Executive Director</u>	Title: _____		
Date: <u>October 9, 2000</u>	Date: _____		

## ATTACHMENT #1

### I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Platinum Plus for Business*) opened by a MSUAA 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 name (*Platinum Plus for Business*), in its sole discretion, from time to time.

- A. The current annual fee for each business card issued to an MSUAA individual or business entity pursuant to the BusinessCard program ("Customer") is \$0.00 per card.
- B. The current Annual Percentage Rate for *Platinum Plus for Business* is a fixed rate of 14.99%.

### 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 *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 inclusive of Employee BusinessCard Accounts.

**ADDENDUM TO THE MONTANA STATE UNIVERSITY  
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into this 12<sup>th</sup> day of July, 2002 by and between Montana State University Alumni Association ("MSU"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MSU and MBNA America are parties to an affinity agreement last dated June 22, 1993 as the same was amended by a renewal addendum dated March 18, 1997 (the "Agreement"); and

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

WHEREAS, MSU and MBNA America mutually desire to amend the Agreement to include the frequent travel reward enhancement (the "Reward Enhancement") as another aspect of the Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSU 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 March 31, 2007. 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 "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
4. 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 MSU under the Agreement. The Reward Enhancement may be marketed under another name (e.g., Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. MSU agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of MSU's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

6. During the term of the Agreement, MSU 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.

7. Upon termination or expiration of the Agreement, or any aspect of the Program, MSU shall not take action to cause the removal of MSU's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (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 the extent not otherwise granted, MSU hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. MSU represents and warrants that MSU has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

8. Within forty-five (45) days of the full execution of this Addendum, MBNA America shall pay to MSU the sum of Two Hundred Thousand Dollars (\$200,000.00) (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 MSU, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to MSU as set forth in this Agreement. Notwithstanding the foregoing, MSU 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 terminates and the amount of the Advance has not been fully recouped by MBNA America;
- (ii) MSU 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 during each consecutive twelve month period during the term of the Agreement; and
- (vi) Montana State University enters into, endorses, sponsors or promotes any Financial Services with any entity other than MBNA America.

9. Effective April 1, 2002, if MBNA America opens either:

- (i) Eight Hundred (800) new Credit Card Accounts as a result of telemarketing campaigns; or
- (ii) Two Thousand (2,000) new Credit Card Accounts

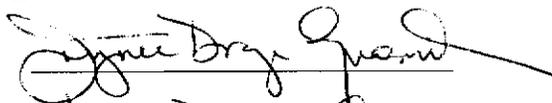
in any calendar year, MBNA America will pay to MSU Five Thousand Dollars (\$5,000.00) within forty-five (45) days following the end of the applicable calendar year.

10. In addition to MSU's obligations under the Agreement to exclusively endorse the Program, MSU agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Services of any organization other than MBNA America.

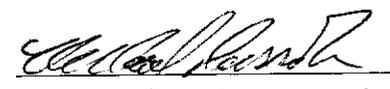
11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

MONTANA STATE UNIVERSITY  
ALUMNI ASSOCIATION

By:   
Name: Jaynee Drange Groseth  
Title: Executive Director  
Date: 5/3/02

MBNA AMERICA BANK, N.A.

By:   
Name: Michael Durroch  
Title: Senior Executive Vice President  
Date: July 12, 2002

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 16.9% **OR** a variable rate of prime plus 8.9 %. 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 MSU 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. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$6.00 (six dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- 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 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.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of July, 2007 by and between Montana State University Alumni Association ("MSUAA"), and FIA Card Services, NA. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, MSUAA and Bank are parties to an Agreement dated as of June 22, 1993, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of MSUAA; and

WHEREAS, MSUAA and Bank mutually desire to extend the term of the Agreement and revise the Royalty compensation being paid;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSUAA 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 June 30, 2014. 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. The following definitions are hereby added to Section 1 of the Agreement as follows:  

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

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

"Business Rewards Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Rewards Accounts. The Business Rewards Enhancement may be marketed under another name 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 MSUAA complies with the GIP provisions of the Agreement.
4. Schedule A of the Agreement is hereby deleted in its entirety.

5. Schedule B of the Renewal Addendum dated as of March 18, 1997 and Attachment #1 of the Addendum dated July 12, 2002 are hereby deleted in their entireties and replaced with the following:

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay MSUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for MSUAA 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 Alumni Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Alumni Customer within the first ninety consecutive days of the consumer Alumni 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. \$1.00 (one dollar) for each consumer Alumni Credit Card Account for which the annual fee is paid by the Alumni 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 consumer Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using a consumer 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)).
4. \$75.00 (seventy-five dollars) for each consumer Alumni GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Alumni Customer within the first ninety consecutive days of the consumer Alumni 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 Alumni GIP Accounts will not qualify for any other opening-of-an-account Royalty.

5. \$1.00 (one dollar) for each new consumer Student Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Student Customer within the first ninety consecutive days of the consumer Student 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.
6. \$1.00 (one dollar) for each consumer Student Credit Card Account for which the annual fee is paid by the Student 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 consumer Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
7. 0.40% (forty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a consumer 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)).
8. \$50.00 (fifty dollars) for each consumer Student GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Student Customer within the first ninety consecutive days of the consumer Student 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 Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$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 Bank (other than as a

result of a courtesy waiver by Bank), 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 months after the opening of the account.

3. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**C. BUSINESS CREDIT CARD ACCOUNTS**

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

0.20% (twenty one-hundredths of one percent) 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 quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

**D. BUSINESS REWARDS ACCOUNTS**

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

*ten*  
0.20% (twenty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards Account with  
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active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are quasi cash transactions (a.g the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

**E. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$5.00 (five dollars) for each new 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 one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will 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 will 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 days following the end of the calendar year in which it is earned.

**F. 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 one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will 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 will 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 days following the end of the calendar year in which it is earned.

**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. 10* <sup>ten</sup> ~~0.05%~~ (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of ~~0.004167%~~ <sup>0.008333%</sup>) of the average MMDA Deposits.

*2. 05* <sup>five</sup> ~~0.10%~~ (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of ~~0.008333%~~ <sup>0.004167%</sup>) of the average CD Deposits.

## II. ROYALTY ADVANCES.

1. Within 45 day of execution and within 45 days of each July 1<sup>st</sup> during the term of this Addendum from July 1<sup>st</sup>, 2008 through July 1, 2013, Bank shall pay to MSUAA the sum of one hundred twenty-five thousand dollars (\$125,000 dollars) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall (except for GIP Royalties), in lieu of direct payment to MSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. GIP Royalties shall be paid directly to MSUAA in accordance with the Agreement. Any Royalties accrued thereafter shall be paid to MSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to MSUAA hereunder, and (y) MSUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) the Agreement is terminated prior to June 30, 2014;

(ii) MSUAA 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 4 (four) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) Bank is prohibited from on-campus promotion campaigns (e.g., stadium, campus, race course, etc.) at major Montana State University events during each consecutive twelve month period during the term of the Agreement.

(vi) the Montana State University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than Bank.

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

MSUAA over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

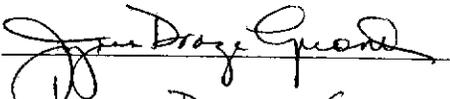
I. ROYALTY GUARANTEE.

MSUAA shall be guaranteed to accrue Royalties, with the exception of GIP Royalties which shall not be included in the calculation of Royalties in determining the Guarantee Amount as defined below, (including without limitation the amount of the Advances) equal to or greater than eight hundred seventy-five thousand dollars (\$875,000) (the "Guarantee Amount") by the end June 30, 2014, subject to the provisions set forth below. If on June 30, 2014, MSUAA has not accrued \$875,000 in Royalties, Bank will pay MSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by MSUAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.

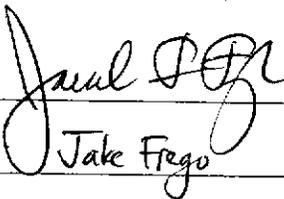
6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

**Montana State University  
Alumni Association**

By:   
Name: Jaynce Drange Groseth  
Title: Executive Director  
Date: 4/27/07

**FIA Card Services, N.A.**

By:   
Name: Jake Frego  
Title: SVP  
Date: 8/27/07