UNIVERSITY OF MISSISSIPPI FOUNDATION
AFFINITY AGREEMENT

This Agreement is entered into as of this 9th day of August, 2001, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and UNIVERSITY OF MISSISSIPPI FOUNDATION, a 501(c)3 non-profit corporation having its principal place of business in Oxford, Mississippi ("UMF") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A, B and C and D.

(b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

(c) "Customer" means any Member who is a participant in the Program.

(d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, business card programs.

(e) "Group Incentive Program" or "GIP" means any marketing or other program whereby UMF conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which UMF complies with the GIP provisions of this Agreement.

(g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(h) "Member" means: (i) an undergraduate or graduate student of UNIVERSITY OF MISSISSIPPI (each a "Student Member"); and (ii), alumni of UNIVERSITY OF MISSISSIPPI, a member of the Alumni Association, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by the Alumni Association and MBNA America (each an "Alumni Member").

(i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(j) "Royalties" means the compensation set forth in Schedule B.

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

(l) "UMF Affiliate" means any entity controlling, controlled by or under common control with UMF.

2. RIGHTS AND RESPONSIBILITIES OF UMF

(a) UMF agrees that during the term of this Agreement it will sponsor the Program exclusively and that neither UMF nor any UMF Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, UMF or any UMF Affiliate may accept print advertising and sponsorship from any financial institution provided that the advertisement or sponsorship does not contain an express or implied endorsement by UMF of said financial institution or the advertised Financial Service Product.

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

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

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

(e) Upon the request of MBNA America, UMF shall provide MBNA America with the Mailing Lists free of any charge; provided, however, that UMF shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that

UMF not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by UMF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UMF. UMF shall provide the initial Mailing List, containing at least seventy-two thousand (72,000) non-duplicate alumni names (of persons at least eighteen years of age) and ten thousand (10,000) student names (of persons at least eighteen years of age) as well as additional names of donors with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, except for e-mail addresses of Student Members as soon as possible.

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

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

(h) UMF shall permit MBNA America to establish a "hot-link" from within the internet site of UMF to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a hot-link shall entitle UMF to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. UMF shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program, subject to UMF's right to prior written approval of all such items. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of UMF.

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

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of UMF.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of UMF. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UMF.

(f) MBNA America agrees not to solicit Members who have communicated their desire not to receive further solicitations from MBNA America.

4. REPRESENTATIONS AND WARRANTIES

(a) UMF and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) UMF represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement and to provide the Mailing List(s) to MBNA America for the promotion of the Program. UMF will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UMF. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter, but no later than sixty (60) days after the end of each calendar quarter.

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

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall notify UMF prior to any such an adjustment.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and UMF shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, Executive Committee, Board of Directors and employees as

necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on October 30, 2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

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

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

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

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

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

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

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

11. MISCELLANEOUS

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

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

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

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

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

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

(1) If to UMF:

UNIVERSITY OF MISSISSIPPI FOUNDATION
P.O. Box 249
406 University Avenue
Oxford, Mississippi 38655

ATTENTION: Mr. Don L. Fruge, President

Fax #: 662-915-7756

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: James K. Kallstrom
Senior Executive Vice President

Fax #: 302-432-0261

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

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

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

12. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UMF pursuant to any GIP. In that regard, UMF 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 UMF to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

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

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

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

(e) UMF 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.

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

UNIVERSITY OF MISSISSIPPI FOUNDATION		**MBNA AMERICA BANK, N.A.**	
By:	Don L. Frugé	By:	[illegible]
Name:	DON L. FRUGÉ	Name:	JAMES K. KATTSIMAN
Title:	PRESIDENT	Title:	SR. PRFC. V.P
Date:	AUGUST 9, 2001	Date:	9/24/2001

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 Credit Card Accounts, the current annual percentage rate will be a fixed rate of 12.99%.

3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.

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

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. $1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

2. $1.00 (one dollar) for each Alumni 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 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. $1.00 (one dollar) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each 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.

4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. GIP ACCOUNTS

$35.00 (thirty-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. ROYALTY ADVANCE

Upon execution of this Agreement, MBNA America shall pay to UMF the sum of two hundred thousand dollars ($200,000) (the first "Advance"), as an advance against future Royalties, subject to the provisions set forth below. On the first Anniversary of the Effective Date, MBNA America shall pay UMF the sum of two hundred thousand ($200,000) as an advance against future Royalties subject to the provisions set forth below. On the second Anniversary of the Effective Date, MBNA America shall pay UMF the sum of two hundred thousand ($200,000) as an advance against future Royalties subject to the provisions set forth below. On the third Anniversary of the Effective Date, MBNA America shall pay UMF the sum of two hundred thousand ($200,000) as an advance against future Royalties subject to the provisions set forth below. On the fourth Anniversary of the Effective Date, MBNA America shall pay UMF the sum of two hundred thousand ($200,000) as an advance against future Royalties subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UMF, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UMF as set forth in this Agreement. Notwithstanding the foregoing, UMF 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 (viii) below should occur:

(i) The Agreement terminates, except for cause attributable to MBNA America, prior to the end of the initial term as of the Effective Date;

(ii) UMF materially breaches any of its obligations under this Agreement and such breach is not cured within the cure period as set forth in Section 10(a);

(iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to substantially all of the updated Alumni Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to substantially all of the updated Student Mailing

List during each consecutive twelve month period during the term of the Agreement;

(v) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaign to the full updated Alumni Mailing List during each consecutive twelve month period during the term of the Agreement;

(vi) MBNA America is prohibited or otherwise prevented from conducting at least one (1) telemarketing campaign to the full updated Student Mailing List during each consecutive twelve month period during the term of the Agreement;

(vii) 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.

(viii) MBNA America is prohibited or otherwise prevented by UMF from accessing University controlled athletic venues including football and basketball locations during the term of the Agreement as outlined in Schedule D(1), (2) and (3).

(viii) MBNA America is prohibited or otherwise prevented by UMF from receiving a new and updated Student tape annually.

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.

D. ROYALTY GUARANTEE

UMF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million dollars ($1,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth above. If on the last day of the full initial term of this Agreement UMF has not accrued one million dollars ($1,000,000) in Royalties, MBNA America will pay UMF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMF 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 Subsection C., above.

SCHEDULE D

On-Campus Tabling Availability

1. Minimum of four (4) tabling locations, without charge, at highly visible locations outside the stadium, selected by MBNA America, at each home University of Mississippi football game (exact location to be mutually agreed upon). This availability will include any unscheduled play-off games held at the University of Mississippi stadium.

2. Minimum of four (4) tabling locations, without charge, at highly visible locations outside the stadium, selected by MBNA America, at each home University of Mississippi basketball game (exact location to be mutually agreed upon). This availability will include any unscheduled play-off games held at the University of Mississippi stadium.

3. Minimum of four (4) scheduled tabling events, without charge, throughout the academic year, at mutually agreed upon, highly visible on-campus locations including but not limited to in or near the bookstore and other appropriate facilities around the campus.

4. MBNA America will have the option to determine if every site is necessary and can reduce the number of tabling locations as may be necessary.

5. If possible, supply MBNA America with four (4) tickets for each University of Mississippi home football game.

BUSINESSCARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 9th day of OCTOBER, 2001, by and between UNIVERSITY OF MISSISSIPPI FOUNDATION ("UMF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMF 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 UMF; and

WHEREAS, UMF 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 UMF'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, UMF 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. UMF 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 UMF in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.

4. During the term of the Agreement, UMF 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, UMF shall not take action to cause the removal of UMF'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, UMF hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UMF represents and warrants that UMF 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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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.

UNIVERSITY OF MISSISSIPPI FOUNDATION	MBNA AMERICA BANK, N.A.
By: Don L. Frugé	By: [illegible]
Name: DON L. FRUGÉ	Name: Michael Durroh
Title: PRESIDENT / CEO	Title: Senior Executive Vice President
Date: OCTOBER 9, 2001	Date: October 26, 2001

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 UMF Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product names (*Platinum Plus for Business*), in its sole discretion, from time to time.

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

Platinum Plus for Business: $0.00 per card.

B. The current Annual Percentage Rate is for *Platinum Plus for Business*, 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 exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

CUSTOMER LIST ADDENDUM
TO THE UNIVERSITY OF MISSISSIPPI
FOUNDATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 27th day of June, 2002 by and between University of Mississippi Foundation ("UMF"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.

2. Each quarter during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide UMF with 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. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to UMF, and may restrict any use by UMF of any Customer List or Customer Information which is provided by MBNA America to UMF, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

3. UMF shall return to MBNA America each Customer List, in the same form as received by UMF within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, UMF 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 UMF 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 UMF. 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.

5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. UMF expressly acknowledges and agrees that UMF has no property right or interest whatsoever in any Customer List. UMF 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 UMF shall keep in confidence and trust all Customer Lists. UMF further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and UMF 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. UMF shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. UMF shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. UMF 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 UMF from time to time. UMF shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UMF who need such access to perform their duties for UMF. In view of the confidential nature of the Customer List, UMF warrants that UMF 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 UMF 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, UMF agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UMF 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 UMF 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, UMF 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.

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 UMF 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.

UNIVERSITY OF MISSISSIPPI FOUNDATION	MBNA AMERICA BANK, N.A.
By: Don L. Frugé	By: [illegible]
Name: DON L. FRUGÉ	Name: Michael Durath
Title: PRESIDENT / CEO	Title: SEVP
Date: JUNE 27, 2002	Date: August 1, 2002

PLUS REWARDS ADDENDUM
TO THE UNIVERSITY OF MISSISSIPPI FOUNDATION AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 18th day of MARCH, 2003, by and between THE UNIVERSITY OF MISSISSIPPI FOUNDATION AGREEMENT ("UMF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMF 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 UMF; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which UMF complies with the GIP provisions of the Agreement.

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 UMF under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

5. UMF agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of UMF'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, UMF will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts.

Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

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

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

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

UMF		MBNA AMERICA BANK, N.A.	
By:	Don L. Frugé	By:	
Name:	DON L. FRUGÉ	Name:	Michael Dwyer
Title:	PRESIDENT / CEO	Title:	SEVP
Date:	MARCH 18, 2003	Date:	4/11/03

Attachment #1

I. Reward Enhancement Brief Product Description

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

A. $0.00 (Zero Dollars) Annual Fee.

B. The current annual percentage rate is 12.99%. 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 UMF 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. $1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

C. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using a 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, money orders, bets, lottery tickets, or casino gaming chips)).

D. $35.00 (thirty-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.

GOLD OPTION & GOLD RESERVE ADDENDUM

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 24 day of JUNE, 2005, by and between University of Mississippi Foundation ("UMF") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMF and MBNA America are parties to an Affinity Agreement, dated August 9, 2001, 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 UMF; and

WHEREAS, UMF and MBNA America mutually desire to amend the Agreement to include MBNA America's consumer Gold Option product ("Consumer Gold Option"), consumer Gold Reserve product ("Consumer Gold Reserve"), business Gold Option product ("Business Gold Option") and business Gold Reserve product ("Business Gold Reserve") (i) as financial services provided by MBNA America and (ii) as additional parts of Financial Service Products and the Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UMF 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 Consumer Gold Option, Consumer Gold Reserve, Business Gold Option and Business Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products 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 Consumer Gold Option, Consumer Gold Reserve, Business Gold Option and/or Business Gold Reserve to some or all of the persons included on the lists provided by UMF under the Agreement.

3. UMF agrees to (i) exclusively endorse Consumer Gold Option, Consumer Gold Reserve, Business Gold Option and Business Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Consumer Gold Option, Consumer Gold Reserve, Business Gold Option or Business Gold Reserve. Subject to the foregoing, all of UMF's promises arising from its exclusive arrangements with MBNA America in the Agreement shall equally apply to Consumer Gold Option, Consumer Gold Reserve, Business Gold Option and Business Gold Reserve.

4. During the term of the Agreement, UMF will receive the royalties set forth on Attachment #1, for Consumer Gold Option accounts, Consumer Gold Reserve accounts, Business Gold Option accounts and Business Gold Reserve accounts opened pursuant to the Program and that have active charging privileges. Consumer Gold Option, Consumer Gold Reserve, Business Gold Option and Business Gold Reserve compensation, collectively "Line of Credit Compensation," shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Line of Credit Compensation. Notwithstanding the foregoing, however, any royalties due to UMF under Attachment #1 herein shall be applied against any outstanding royalties advances until such time as such advances have been fully recouped. Thereafter, royalties shall be paid as set forth in the Agreement.

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

6. MBNA America may utilize the services of a third party in fulfilling its obligations under the MBNA Agreement. Certain financial products or services under this MBNA Agreement may be offered through MBNA America's affiliates. For example, business credit cards and business lines of credit are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

7. 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.

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

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

UNIVERSITY OF MISSISSIPPI FOUNDATION		MBNA AMERICA BANK, N.A.	
By:	Don L. Frube	By:	
Name:	DON L. FRUBE	Name:	Annette Rowe
Title:	PRESIDENT / CEO	Title:	SEVP
Date:	JUNE 24, 2005	Date:	7/15/05

ATTACHMENT #1

I. Descriptions

These descriptions are 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, these descriptions may be adjusted or amended by MBNA America from time to time.

A. CONSUMER GOLD OPTIONS ACCOUNTS

1) Consumer Gold Option is a no annual fee revolving loan-type product.
2) Customers can request that checks be drawn upon a predetermined line of credit.
3) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
4) Monthly payments may be tailored to customer's monthly needs.

B. CONSUMER GOLD RESERVE ACCOUNTS

1) Consumer Gold Reserve is a no annual fee revolving loan-type product.
2) Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
3) The customer may request more checks from MBNA America on a periodic basis.

C. BUSINESS GOLD OPTION ACCOUNTS

1) There is a $50 annual fee.
2) Customers can request that checks be drawn upon a predetermined line of credit.
3) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4) Monthly payments may be tailored to Customers' needs

D. BUSINESS GOLD RESERVE ACCOUNTS

1) There is a $50 annual fee.
2) Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
3) The customer may request more checks from MBNA America on a periodic basis.

II. Royalties

A) CONSUMER GOLD OPTION ACCOUNTS

1) $5.00 (five dollars) for each new Consumer Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Consumer Gold Option Account").

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 shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

B) CONSUMER GOLD RESERVE ACCOUNTS

1) $5.00 (five dollars) for each new Consumer Gold Reserve account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Consumer Gold Reserve Account").

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 shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

C) BUSINESS GOLD OPTION ACCOUNTS

2) $5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Business Gold Option Account").

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 Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

D) BUSINESS GOLD RESERVE ACCOUNTS

1) $5.00 (five dollars) for each new Business Gold Reserve account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Business Gold Reserve Account").

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 Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

TERM EXTENSION ADDENDUM TO THE UNIVERSITY OF MISSISSIPPI FOUNDATION AFFINITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 22ND day of MAY, 2006 by and between University of Mississippi Foundation ("UMF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMF and MBNA America are parties to an affinity agreement dated August 9, 2001, 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 UMF; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UMF 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 October 30, 2011. 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. Section C of Schedule B is hereby deleted in its entirety and replaced with the following new Section C:

C. ROYALTY ADVANCE

1. Upon full execution of this Agreement, and upon each of the four annual consecutive anniversaries thereafter, during the initial term of this Agreement, MBNA America shall pay to UMF the sum of One Hundred Fifty Thousand Dollars ($150,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UMF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UMF as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UMF hereunder, and (y) UMF hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount

of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (ix) below should occur:

(i) The Agreement terminates, except for cause attributable to MBNA America, prior to the end of the initial term as stated in this Agreement as of the Effective Date;

(ii) UMF materially breaches any of its obligations under this Agreement and such breach is not cured within the cure period set forth in Section 10(a);

(iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to substantially all of the updated Alumni Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to substantially all of the updated Student Mailing List during each consecutive twelve month period during the term of the Agreement;

(v) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Alumni Mailing List during each consecutive twelve month period during the term of the Agreement;

(vi) MBNA America is prohibited or otherwise prevented from conducting at least one (1) telemarketing campaigns to the full updated Student Mailing List during each consecutive twelve month period during the term of the Agreement;

(vii) 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;

(viii) MBNA America is prohibited or otherwise prevented by UMF from accessing University-controlled athletic venues including football and basketball locations during the term of the Agreement as outlined in Schedule D(1), (2) and (3); and

(ix) MBNA America is prohibited or otherwise prevented by UMF from receiving a new and updated Student tape annually.

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

3. 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.

4. Section D of Schedule B is hereby deleted in its entirety and replaced with the following new Section D:

D. ROYALTY GUARANTEE

UMF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Seven Hundred Fifty Thousand Dollars ($750,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UMF has not accrued Seven Hundred Fifty Thousand Dollars ($750,000) in Royalties, MBNA America will pay UMF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMF during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection C.1, above.

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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

UNIVERSITY OF MISSISSIPPI FOUNDATION

By: Don L Fruge

Name: DON L. FRUGE

Title: PRESIDENT

Date: MAY 22, 2006

MBNA AMERICA BANK, N.A.

By:

Name: Jake Frego

Title: SVP

Date: 6/21/06

ADDENDUM TO THE
UNIVERSITY OF MISSISSIPPI FOUNDATION
AFFINITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of this 19TH day of MARCH, ~~2008~~ 2009, by and between University of Mississippi Foundation ("UMF"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UMF and Bank are parties to an Affinity Agreement dated as of August 9, 2001, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of UMF; and

WHEREAS, UMF and Bank mutually desire to amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UMF 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 following definitions are hereby added to Section 1 of the Agreement as follows:

"**Alumni Credit Card account**" is a Credit Card Account opened through an application coded by Bank as an alumni application.

"**Alumni GIP Account**" means an Alumni Credit Card Account opened pursuant to a GIP in which UMF complies with the GIP provisions of the Agreement.

"**Applicable Law**" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"**Business Credit Card Account**" means an open-end business credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"**Business Rewards Account**" means a Business Credit Card Account carrying a Reward Enhancement.

"**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 Account**" means a Credit Card Account carrying a Reward Enhancement.

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

"**Reward GIP Account**" means a Reward Account opened pursuant to a GIP in which UMF complies with the GIP provisions of the Agreement.

"**Student Credit Card account**" is a Credit Card Account opened through an application coded by Bank as a student application.

"**Student GIP Account**" means a Student Credit Card Account opened pursuant to a GIP in which UMF complies with the GIP provisions of the Agreement.

3. Section 5 of the Agreement is hereby amended by adding the following as a new subsection (c):

"(c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify UMF in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after UMF's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to UMF, upon ninety (90) days advance written notice."

4. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10(e):

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify UMF in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UMF's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to UMF, upon ninety (90) days advance written notice."

5. Schedule A of the Agreement and the first sentence of Section 6 of the Agreement are hereby deleted in their entireties.

6. Section B of Schedule B of the Agreement is hereby deleted in its entirety and replaced with the following new Section B:

"B. <u>GIP ACCOUNTS</u>

1. $75.00 (seventy-five dollars) for each Alumni 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 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 Alumni GIP Accounts will not qualify for any other opening-of-an-account Royalty.

2. $50.00 (fifty dollars) for each Student 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 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 Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

7. Schedule B of the Agreement is hereby amended by adding new Sections E, F, and G, as set forth on Attachment #1, attached hereto and made a part hereof.

8. The Plus Rewards Addendum to the University of Mississippi Foundation Agreement dated as of March 18, 2003 is hereby deleted in its entirety. Reward Credit Card Accounts generated pursuant to such addendum are now considered Reward Accounts and are subject to the terms of this Addendum.

9. The parties agree that the Reward Enhancement is part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by UMF under the Agreement.

10. UMF agrees to not endorse, sponsor, promote aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of UMF's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

11. The BusinessCard Addendum dated as of October 9, 2001 is hereby deleted in its entirety. All references to BusinessCard Credit Card Account will now be read as if they said Business Credit Card Account.

12. UMF agrees to (i) exclusively endorse Business Credit Card Accounts and Business Rewards Accounts; and (ii) not sponsor, promote aid, advertise, or develop a loan program similar to Business Credit Card Accounts and Business Rewards Accounts (other than Bank programs). Subject to the foregoing, all of UMF's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Business Credit Card Accounts.

13. Bank shall pay all GIP Royalties directly to UMF as set forth in the Agreement and shall not apply such GIP Royalties against repayment of any Advances that UMF receives or may receive under the Agreement.

14. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

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

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

UNIVERSITY OF MISSISSIPPI FOUNDATION

By: Wendell Whitley

Name: Wendell Whitley

Title: President / CEO

Date: March 19, 2009

FIA CARD SERVICES, N.A.

By: [illegible]

Name: Steve Doan

Title: S. V. P.

Date: 5-1-09

E. REWARD ACCOUNTS

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

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

2. $1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

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.

F. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are quasi cash transactions (*e.g.*, the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

G. 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 Business Credit Card Accounts will not apply to Business Rewards Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards 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).

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June 1, 2011

Mr. James K. Kallstrom
MBNA America Bank, N. A.
Rodney Square
Wilmington, Delaware 19884

Dear Mr. Kallstrom:

Pursuant to Section 8 of the University of Mississippi Foundation Affinity Agreement between the Bank of America and the University of Mississippi Foundation, please be advised that we are providing notice of our intention not to renew this agreement at the completion of the current term. We hope Bank of America will express interest in proposing on a new agreement going forward, but wish to provide the required notice in the period specified in our agreement. Please acknowledge this understanding via return email and feel free to call me with any questions you may have.

Best regards,

Wendell Weakley
President/CEO
University of Mississippi Foundation