

## AGREEMENT

This Agreement is entered into as of this 1<sup>st</sup> day of JAN., 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and UNIVERSITY OF MISSOURI-ST. LOUIS ALUMNI ASSOCIATION, an alumni association having its principal place of business in Saint Louis, Missouri ("UMSLAA") 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 (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by UMSLAA or the Customer as an undergraduate student of University of Missouri-Saint Louis.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni of University of Missouri-Saint Louis and/or other potential participants mutually agreed to by UMSLAA and MBNA America.
- (g) "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.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by UMSLAA during the term of this Agreement.

## **2. RIGHTS AND RESPONSIBILITIES OF UMSLAA**

(a) UMSLAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not 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, UMSLAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UMSLAA of said financial institution or the advertised Financial Service Product.

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

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

(d) UMSLAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, including the timing of solicitations, which contain UMSLAA's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, UMSLAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by UMSLAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UMSLAA. The initial Mailing List shall contain at least forty-five thousand (45,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) UMSLAA 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 UMSLAA. Notwithstanding the above, UMSLAA 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 materials provided by MBNA America to UMSLAA.

(g) UMSLAA 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 permitted 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. Nothing stated in this Agreement prohibits UMSLAA 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.

### **3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of UMSLAA.
- (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 UMSLAA.
- (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. UMSLAA shall have the right to delete Members from these Mailing Lists to whom promotional materials will not be sent as long as the number of names to be deleted does not exceed five hundred (500), and the reasons for the deletions do not violate any applicable laws. These Mailing Lists are and shall remain the sole property of UMSLAA. 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 account and application information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose consistent with this Agreement. MBNA America will not use this separate information in a manner that would imply an endorsement by UMSLAA.

### **4. REPRESENTATION AND WARRANTIES**

- (a) UMSLAA 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) UMSLAA 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. UMSLAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. 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 UMSLAA. Royalties will not be paid without a completed Schedule C. 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.

(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 UMSLAA 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. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

## **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 UMSLAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

## **8. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on January 31, 2001. 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 conflicts of law 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 UMSLAA, 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 UMSLAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10 (d) of this Agreement, cease to use the Trademarks. Upon termination of this Agreement, MBNA America may, in its discretion, remove UMSLAA's identification or the Trademarks from any person's credit devices, checks or records of any customer; however, MBNA America will pay UMSLAA the credit card Royalties set forth in Schedule B for those Credit Card Accounts represented by credit cards that bear UMSLAA's identification or

Trademark. 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 communicated by UMSLAA to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Upon termination of this Agreement, UMSLAA shall not attempt to cause the removal of UMSLAA'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.

## **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) and 10 (d) 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:

(i) If to UMSLAA:

UNIVERSITY OF MISSOURI-ST. LOUIS ALUMNI ASSOCIATION  
8001 Natural Bridge Road  
426 Woods Hall  
Saint Louis, Missouri 63121  
ATTENTION: Mr. Ken Meyer, Manager of Alumni Relations

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713  
ATTENTION: Mr. David L. Harris, Executive Vice President

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.

(h) MBNA America and UMSLAA 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 UMSLAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

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

UNIVERSITY OF MISSOURI-ST. LOUIS ALUMNI ASSOCIATION

By: Stacy A. Brantley  
Title: President

MBNA AMERICA BANK N.A.

By: Paul Morrison  
SEVP  
Title: Executive Vice President

## SCHEDULE A

### I. TERMS AND FEATURES

#### A. CREDIT CARD ACCOUNTS

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:

- \* There is no Annual Fee for both the Alumni and Student Members.
- \* For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
- \* For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
- \* Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### 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.

- \* There is NO annual fee for the first six (6) months.
- \* The annual fee for the second six (6) months, when applied, is \$10.00.
- \* Thereafter the annual fee, when applied, is \$20.00.
- \* The current annual percentage rate is 17.9%.

#### 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.

- \* There is NO Annual Fee.
- \* The current annual percentage rate is 14.99%.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of the Agreement, MBNA America will pay UMSLAA 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

- \* \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- \* \$1.00 (one dollar) for each full twelve (12) month period that an Alumni Customer Credit Card Account is renewed and an annual fee is paid by a 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 of \$1.00 (one dollar) will be paid for each Alumni Customer Credit Card Account which has had any activity during the preceding twelve (12) month period.
- \* \$1.00 (one dollar) for each full twelve (12) month period that an Student Customer Credit Card Account is renewed and an annual fee is paid by a 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 of \$1.00 (one dollar) will be paid for each Student Customer Credit Card Account which has had any activity during the preceding twelve (12) month period.
- \* .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
- \* .50% of all cash and advance volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions related to unauthorized transactions).
- \* .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

## **B. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$.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. \$.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 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 0.008333%) 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), or prior to June 30, 1996, whichever is earlier, MBNA America shall pay to UMSLAA, as an advance against future Royalties, the sum of \$150,000 (one hundred fifty thousand dollars ) (the "Advance"). All Royalties earned by UMSLAA pursuant to this Agreement shall, in lieu of direct payment to UMSLAA, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to UMSLAA as provided in this Agreement. UMSLAA hereby promises to pay MBNA America upon demand any 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, only in the event any of the following should occur:

(i) UMSLAA materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;

(ii) UMSLAA ceases to exclusively endorse the Program as provided in Section 2 (a)(i) through (iii) of this Agreement during the term of this Agreement; or

(iii) MBNA America is prohibited or otherwise prevented from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or

(iv) MBNA America is prohibited from promoting the Program on campus at locations approved by UMSLAA through direct promotion campaigns (e.g., tabling and postering).

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

## **F. ROYALTY GUARANTEE**

UMSLAA shall be guaranteed to accrue royalties (including without limitation the amount of the Advance) equal to or greater than \$275,000 (two hundred seventy five thousand dollars) by the end of the initial term of the Agreement, and if the following conditions are satisfied:

(i) UMSLAA used its best efforts to assist MBNA America in opening new Credit Card Accounts each year of the Agreement;

(ii) UMSLAA does not materially breach any of its obligations under this agreement, and the Agreement does not terminate as a result of such material breach; and

(iii) UMSLAA was/is not required to repay any or all of the Advance, as provided in subsection B.1. above.

If the above conditions are fully satisfied, MBNA America shall pay UMSLAA on or before January 31, 2001 an amount equal to the difference between \$275,000 (two hundred seventy five thousand dollars) and the total Advance and/or Royalties accrued during the initial term of the Agreement, so long as such difference is greater than zero.

01/10/96:mjh

**ADDENDUM TO THE UNIVERSITY OF MISSOURI-ST. LOUIS  
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 25 day of August, 2000, by and between University of Missouri-St. Louis Alumni Association ("UMSLAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMSLAA and MBNA America are parties to an affinity agreement dated January 1996 (the "Agreement"); and

WHEREAS, UMSLAA and MBNA America mutually desire to amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UMSLAA 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 January 31, 2006. 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 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.
4. UMSLAA 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 UMSLAA in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
5. During the term of the Agreement, UMSLAA 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.
6. Schedule B of the Agreement is hereby amended by deleting Section E in its entirety and replacing this with the following:

E. ROYALTY ADVANCES.

Within forty five (45) days of January 1, 2002 and within forty five (45) five days of each January 1<sup>st</sup> thereafter, up through and including January 1, 2005 during the term of this Agreement, MBNA America shall pay to UMSLAA a sum equal to Forty Thousand Dollars (\$40,000.00) less the amount of Royalties accrued during the applicable previous twelve (12) month period (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 UMSLAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UMSLAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UMSLAA hereunder, and (y) UMSLAA 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 (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) UMSLAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least (5) 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 (5) 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.

7. Schedule B of the Agreement is hereby amended by deleting Section F in its entirety and replacing this with the following:

F. ROYALTY GUARANTEE.

UMSLAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Two Hundred Thousand Dollars (\$200,000.00) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement UMSLAA has not accrued \$200,000.00 in Royalties (including, but not limited Royalties accrued for the BusinessCard Credit Card Accounts), MBNA America will pay UMSLAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMSLAA 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 E., above.

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

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

UNIVERSITY OF MISSOURI – ST. LOUIS  
ALUMNI ASSOCIATION

By: Joseph T. Porter Jr.  
Name: JOSEPH T. PORTER, JR.  
Title: PRESIDENT  
Date: 8-9-00

MBNA AMERICA BANK, N.A.

By: Michael Duroch  
Name: Michael Duroch  
Title: SE VP  
Date: August 25, 2000

## ATTACHMENT #1

### I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

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

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

<i>Preferred:</i>	\$25.00 per card.
<i>Platinum Plus for Business:</i>	\$0.00 per card.

- B. The current Annual Percentage Rate is: (i) for *Preferred*, a fixed rate of 14.99% (ii) for *Platinum Plus for Business*, a fixed rate of 17.99%.

### 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 *Preferred*:

- \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
- \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

- B. Compensation for *Platinum Plus for Business*:

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

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Attachment #1 are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

**ADDENDUM TO THE UNIVERSITY OF MISSOURI-ST. LOUIS  
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 31 day of Jan, 200~~5~~<sup>6</sup> by and between University of Missouri-St. Louis Alumni Association ("UMSLAA"), a Missouri nonprofit corporation, and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UMSLAA and MBNA America are parties to an affinity agreement dated January 1, 1996, as the same was amended by addendum dated August 25, 2000 (the "Agreement"); and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The current term of the Agreement is hereby extended to end on January 31, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by deleting Section 1 in its entirety and replacing it with the following new Section 1:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (d) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
- (c) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (d) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (e) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.
- (f) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.

- (g) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (h) "Customer" means any Member who is a participant in the Program.
- (i) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (j) "Group Incentive Program" or "GIP" means any marketing or other program whereby UMSLAA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (k) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which UMSLAA complies with the GIP provisions of this Agreement.
- (l) "Gold Option Account" means a GoldOption® (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.
- (m) "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.
- (n) "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 segmented by zip codes or reasonably selected membership characteristics.
- (o) "Member" means: (i) an undergraduate or graduate student of University of Missouri-St. Louis (each a "Student Member"); and (ii), alumni of the University, a member of the UMSLAA, 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 UMSLAA and MBNA America (each an "Alumni Member").
- (p) "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.
- (q) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (r) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.
- (s) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which UMSLAA complies with the GIP provisions of the Agreement.
- (t) "Royalties" means the compensation set forth in Schedule B.

- (u) "Trademarks" means the UMSLAA Trademarks and the University Trademarks.
- (v) "University" means the University of Missouri-St. Louis and any office or department of, or affiliated or associated with, the University of Missouri-St. Louis, including but not limited to the athletic department and the office of student affairs of the University of Missouri-St. Louis.
- (w) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.
- (x) "UMSLAA Affiliate" means any entity controlling, controlled by or under common control with the UMSLAA.
- (y) "UMSLAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UMSLAA or any UMSLAA Affiliate during the term of this Agreement.

4. The Agreement is hereby amended by deleting Section 7 in its entirety and replacing it with the following new Section 7:

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 UMSLAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, committee members, officers, 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 requested by any governmental regulatory authority.

5. The Agreement is hereby amended by deleting Section 11(b) in its entirety and replacing it with the following new Section 11(b):

- (b) The obligations in Sections 4(b), 5 (with respect to Royalties accrued but not paid prior to the termination of the Agreement), 7, 10(c), and 10(d) shall survive any termination of this Agreement.

6. The Agreement is hereby amended by deleting Section 11(f)(i) in its entirety and replacing it with the following new Section 11(f)(i):

- (i) If to UMSLAA:

UNIVERSITY OF MISSOURI-ST. LOUIS ALUMNI ASSOCIATION  
8001 Natural Bridge Road  
101 Woods Hall  
St. Louis, Missouri 63121

ATTENTION: Director of Alumni Relations

Fax #: (314) 516-5858

7. The Agreement is hereby amended by adding the following new Section 12:

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 UMSLAA pursuant to any GIP. In that regard, UMSLAA 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 UMSLAA 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 UMSLAA as instructed by MBNA America 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 UMSLAA 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, approved by UMSLAA, in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UMSLAA pursuant to any GIP shall be deducted from any or all Royalty payments due UMSLAA under this Agreement.
- (e) UMSLAA 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.

8. The Agreement is hereby amended by deleting Attachment #1 to the addendum dated August 25, 2000.

9. Effective February 1, 2006, the provisions of Schedule B of the Agreement are deleted in their entirety and replaced with the provisions of Attachment #1, attached hereto and incorporated herein.

10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

**UNIVERSITY OF MISSOURI-ST. LOUIS  
ALUMNI ASSOCIATION**

By: Ken Cera  
Name: [Signature]  
Title: President  
Date: 1/31/06

**MBNA AMERICA BANK, N.A.**

By: Sandra Wirt  
Name: SANDRA WIRT  
Title: EXECUTIVE VICE PRESIDENT  
Date: SW 5/1/06

ATTACHMENT #1

ROYALTY ARRANGEMENT

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

1. \$3.00 (three dollars) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the consumer Credit Card Account or waived pursuant to a special program. 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 consumer 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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$3.00 (three dollars) 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, or for any Reward GIP Account.

2. \$3.00 (three 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.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

D. BUSINESS REWARD ACCOUNTS

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

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

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

G. 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.
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.

H. BUSINESS GOLD OPTION ACCOUNTS

1. \$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.
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.

I. 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 0.008333%) 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.

J. ROYALTY ADVANCES.

1. Within forty-five (45) days after February 1, 2006, MBNA America shall pay to UMSLAA the sum of One Hundred and Twenty Thousand Dollars (\$120,000) (the "First Advance") as an advance against future Royalties, subject to the provisions set forth below. Within forty-five (45) days after each February 1, 2007, February 1, 2008, February 1, 2009, February 1, 2010, during the term of this Agreement, MBNA America shall pay to UMSLAA the sum of Fifty One Thousand Two Hundred Fifty Dollars (\$51,250) (each, a "Yearly Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and the Yearly Advances are each an "Advance". All Royalties accrued shall, in lieu of direct payment to UMSLAA, be applied against each of the Advances until such time as all Advances, which have been paid, are fully recouped. Any Royalties accrued thereafter shall be paid to UMSLAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UMSLAA hereunder, and (y) UMSLAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:
  - (i) the Agreement is terminated prior to the end of January 31, 2011;
  - (ii) UMSLAA breaches any of its obligations under this Agreement;
  - (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) 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 five (5) 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) the University endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

K. ROYALTY GUARANTEE.

UMSLAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Three Hundred Twenty Five Thousand Dollars (\$325,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement UMSLAA has not accrued \$325,000 in Royalties, MBNA America will pay UMSLAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UMSLAA during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection J.1., above.

**FIA CARD SERVICES™**

FIA Card Services, DE5-001-08-02  
1100 N. King Street  
Wilmington, DE 19884

Tel: 800.441.7048

VIA OVERNIGHT DELIVERY

October 12, 2011

Mr. Ken Meyer  
Manager of Alumni Relations  
University of Missouri – St. Louis Alumni Association  
8001 Natural Bridge Road  
426 Woods Hall  
Saint Louis, Missouri 63121

Dear Mr. Meyer:

I am writing to inform you that following a comprehensive review of the University of Missouri – St. Louis Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) (“FIA”) has decided not to renew our Agreement dated January 1, 1996, as the same has been amended (“Agreement”).

This letter serves as FIA’s written notice of non-renewal of the Agreement, as required by Section 8 of the Agreement, as amended by Section 2 of that certain Addendum to the Agreement dated January 31, 2006.

The Agreement’s expiration date is January 31, 2012.

We have appreciated your endorsement.

Sincerely,



Todd Seward  
Account Executive