

AMENDED AND RESTATED  
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 26<sup>th</sup> day of September, 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 NORTHERN COLORADO ALUMNI ASSOCIATION, an incorporated non-profit organization having its principal place of business in Greeley, Colorado ("UNCAA") for themselves, and their respective successors and assigns.

WHEREAS, UNCAA 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 agreement last dated September 25, 1991 (the "Original Agreement"); and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this amended and restated agreement and Schedules A and B.
- (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 Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program. "Student Customer" means a Customer who is a Student Member. "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, travel and entertainment card programs, deposit programs, long distance calling card programs and other related financial service programs. This definition shall not include the short term loan program between UNCAA and Security Pacific, as the same is currently structured and delineated as of the date of this Agreement.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America and available to UNCAA) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(f) "Member" means members of UNCAA plus other potential participants mutually agreed to by UNCAA and MBNA America (each an "Alumni Member"); and students of the University of Northern Colorado (each a "Student Member").

(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, service mark, trade dress, trade name, or trademark used or acquired by UNCAA during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF UNCAA

(a) UNCAA 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 Product of any organization other than MBNA America; (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; and (iii) no UNCAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

(b) UNCAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program. UNCAA may advertise in other campus related publications which already carry advertisements of other Financial Service Products provided to the University of Northern Colorado; provided, however that such advertisements do not contain the express or implied endorsement of UNCAA.

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

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

(e) Upon the request of MBNA America, UNCAA 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 UNCAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due UNCAA. Such Mailing Lists shall contain at least fifty thousand (50,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) UNCAA 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 UNCAA.

(g) UNCAA 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 UNCAA 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) UNCAA shall provide MBNA America with a subscription without charge to any and all UNCAA publications.

### 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 UNCAA.

(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 UNCAA.

(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 UNCAA. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by UNCAA.

(f) MBNA America will provide to UNCAA reports on a quarterly basis indicating the amount of the unrecouped Advance (as such term is defined in Schedule B), the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the accrual of other Royalty indicators referenced in Schedule B.

### 4. REPRESENTATIONS AND WARRANTIES

(a) UNCAA 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) UNCAA 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.

#### 5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to UNCAA. 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.

#### 6. CROSS INDEMNIFICATION

UNCAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UNCAA or MBNA America, respectively as the case may be, or its directors, officers or employees. UNCAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses 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 that may reasonably result in the indemnification by the other party.

#### 7. 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.

## 8. 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 UNCAA 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.

## 9. TERM OF AGREEMENT

The Initial Term of this Agreement will begin on the Effective Date and end on August 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, prior to the last date of such term or renewal term, as applicable.

## 10. 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.

## 11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UNCAA, 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 UNCAA 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 11(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 communicated by UNCAA to the Members. Upon termination of this Agreement, UNCAA shall not attempt to cause the removal of UNCAA'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.

## 12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, 11(c), and 11(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:

(1) If to UNCAA:

University of Northern Colorado Alumni Association  
Faculty Apts.  
Greeley, CO 80639  
ATTENTION: Georgette Vigil  
Executive Director of the Alumni Association

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
400 Christiana Road  
Newark, Delaware 19713  
ATTENTION: Richard K. Struthers  
Sector 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, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, UNCAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of UNCAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

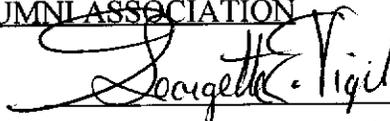
(j) UNCAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, UNCAA agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that UNCAA does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

(k) 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.

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

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

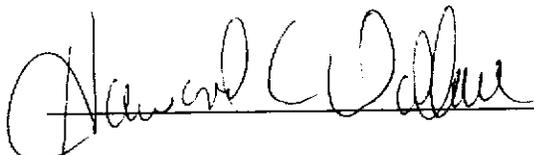
UNIVERSITY OF COLORADO  
ALUMNI ASSOCIATION

By: 

Name: Georgette E. Vigil

Title: Executive Director

MBNA AMERICA BANK, N.A.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 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. ALUMNI CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For new and existing Alumni Credit Card Accounts, the current annual percentage will be a variable rate of prime plus 7.9%.
3. The current introductory annual percentage rate on certain cash advance balances on Alumni Credit Card Accounts will be a fixed rate of 5.9% for a limited time.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### STUDENT CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For new Student Credit Card Accounts, the current annual percentage rate will be a variable rate of prime plus 9.9%.
3. The current introductory annual percentage rate on certain cash advance balances on Student Credit Card Accounts will be a fixed rate of 5.9% for a limited time.
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 UNCAA 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. ALUMNI CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni 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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase and cash advance transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. STUDENT CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 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)).

C. ROYALTY ADVANCE.

1. Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, [but no later than October 31, 1996. MBNA America shall pay to UNCAA the sum of three hundred and fifty thousand dollars (\$350,000.00) (the "Advance"), as an advance against future Royalties. All Royalties accrued shall, in lieu of direct payment to UNCAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UNCAA as set forth in this Agreement. If (a) the Advance is not fully recouped as of the end of the initial term as stated in this Agreement as of the Effective Date (the "Initial Term"), and (b) none of the conditions set forth below have occurred during the entire Initial Term, UNCAA may retain the unearned portion of the Advance. UNCAA 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 of 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 other than due solely to a material breach by MBNA America or the insolvency of MBNA America pursuant to Section 11 hereof;
- (ii) UNCAA materially breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to all Alumni Members contained on 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 two (2) telemarketing campaigns to all Alumni Members contained on the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

2. A "Full Marketing Campaign" consists of a direct mail and telemarketing campaign to all Alumni Members contained on the full updated Mailing List.

D. ONE-TIME SIGNING BONUS

Upon full execution of this Agreement, MBNA America shall pay UNCAA a one-time signing bonus of fifty thousand dollars (\$50,000.00).

ANNUAL SCHOLARSHIP

As of September 1, 1997 and each year thereafter during the Initial Term, MBNA America shall pay UNCAA two thousand dollars (\$2,000.00) in addition to the Royalties previously described in this Agreement and its Schedules, provided that:

- (i) the Agreement is not terminated prior to the end of the Initial Term;
- (ii) UNCAA has not breached any of its obligations under this Agreement.

## INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 23 day of July, 1998 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America"), and UNIVERSITY OF NORTHERN COLORADO ALUMNI ASSOCIATION, ("UNCAA"), for themselves, and their respective successors and assigns, agree as follows:

1. UNCAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Affinity Agreement, are parties to an affinity agreement, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UNCAA.
2. MBNA America may offer certain property/casualty insurance products, including but not limited to, auto, insurance products (the "Insurance Products") to the members of UNCAA and/or other potential participants mutually agreed to by UNCAA and MBNA America (the "Members"). MBNA America shall select those programs and services of the Insurance Products MBNA America agrees to make available pursuant to this Addendum from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features.
3. UNCAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. UNCAA shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.
4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, UNCAA shall provide MBNA America with an updated and current mailing list that contains the names, postal addresses and phone numbers of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristics (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least sixty three thousand (63,000) names with corresponding postal addresses and, when available, telephone numbers. MBNA America shall use the Mailing Lists provided pursuant to this Addendum consistent with this Addendum 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 Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of UNCAA. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Addendum and/or the Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UNCAA.
5. UNCAA hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UNCAA during the term of this Addendum (each, a "Trademark"). This license shall be transferred upon assignment of this Addendum and/or the Affinity Agreement. This license shall remain in effect for the duration of this Addendum 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. UNCAA shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain UNCAA's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Addendum prohibits UNCAA 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 Insurance Products.

6. UNCAA agrees that during the term of this Addendum: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) 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 Insurance Products.
7. UNCAA shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by UNCAA that is intended for MBNA America (e.g., applications, payments, 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.
8. During the term of this Addendum, MBNA America shall pay quarterly compensation to UNCAA as follows:
- (a) \$3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Member who is responding to a contact made under the Insurance Program.
  - (b) \$5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an Automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.
9. MBNA America's payments to UNCAA (i) are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Affinity Agreement, and the compensation referenced in the Affinity Agreement shall not apply to Insurance Products. All payments due under this Addendum are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then due shall be made approximately forty-five (45) days after the end of each calendar quarter.
10. The terms of this Addendum, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Addendum ("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 Addendum or as mutually agreed in writing. MBNA America and UNCAA 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.
11. In the event of any material breach of this Addendum by MBNA America or UNCAA, the other party may terminate this Addendum (but not the Affinity 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 Addendum. 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 Addendum shall terminate sixty (60) days after the Cure Period. 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.

12. Upon termination of this Addendum, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) UNCAA shall not attempt to cause the removal of UNCAA's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Addendum; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Addendum; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 10, 12 and 14 of this Addendum shall survive. 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 Addendum to be communicated by UNCAA to the Members. Such approval shall not be unreasonably withheld.

13. UNCAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Addendum:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Addendum and to perform its obligations under this Addendum.
- (c) This Addendum 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.
- (d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Addendum, except such as have been obtained and are in full force and effect.
- (e) The execution, delivery and performance of this Addendum by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

14. UNCAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Addendum that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Addendum. UNCAA 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 breach of UNCAA's representation and warranty regarding the Trademark license. 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. MBNA America will hold harmless UNCAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors, and assigns (the "Indemnitees"), from and against any causes of action and the reasonable and actual costs incurred in connection therewith, which arises out MBNA America's acts or omissions under the Insurance Program in which UNCAA is included as a defendant (referred to as a "Claim"). UNCAA shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing of the Claim. UNCAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If UNCAA takes any Action with respect to a Claim without MBNA America's prior written approval or UNCAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation to hold the Indemnitees harmless with respect to that Claim.

15. This Addendum cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Addendum shall not be deemed a waiver of such right or any other rights. If any part of this Addendum 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 Addendum which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

16. This Addendum 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. This Addendum contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. MBNA America may utilize the services of any third party in fulfilling its obligations under this Addendum.

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

18. All notices relating to this Addendum 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 UNCAA:

UNIVERSITY OF NORTHERN COLORADO  
ALUMNI ASSOCIATION  
901 19th Street., Faculty Apts., Garden Level  
Greeley, Colorado 80639

ATTENTION: Ms. Georgette Vigil  
Executive Director of Alumni Relations

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
1100 N. King Street  
Wilmington, Delaware 19884

ATTENTION: Insurance Division Manager

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

19. Notwithstanding any other provision of the Affinity Agreement, the initial term of this Addendum will begin on the Effective Date and end on July 31, 2003. This Addendum 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. The expiration or termination of the Affinity Agreement shall not terminate this Addendum. If the Affinity Agreement expires or terminates, MBNA America may terminate this Addendum upon notice to UNCAA. If either MBNA America or UNCAA 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 Addendum.

20. At all times during the term of this Addendum, UNCAA and MBNA America (i) shall remain equal opportunity employers; and (ii) intend to comply with all applicable federal, state and local laws and regulations, including but not limited to equal employment opportunity laws.

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

UNIVERSITY OF NORTHERN  
COLORADO ALUMNI ASSOCIATION

By: Georgette Vigil

Name: Georgette Vigil

Title: Executive Director of Alumni Relations

UNIVERSITY OF NORTHERN  
COLORADO ALUMNI ASSOCIATION

Approved for the Attorney General Office:

By: [Signature]

Name: Robin R. Rossenfeld

Title: Assistant Attorney General and Acting General Counsel

By: Marlene I. Strathe

Name: Marlene I. Strathe

Title: Provost and Vice President for Academic Affairs

MBNA AMERICA BANK, N.A.

By: [Signature]

Name: M-S. SCHUCH

Title: SEVP

9/15/98

## GOLD OPTION ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the \_\_\_ day of Jan 27, 1998, 1998 by and between UNIVERSITY OF NORTHERN COLORADO ALUMNI ASSOCIATION ("UNCAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNCAA 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 UNCAA; and

WHEREAS, UNCAA and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option"): (i) as a financial service provided by MBNA America; and (ii) as another part of UNCAA'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, UNCAA 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 Gold Option (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 Gold Option, to some or all of the persons included on the lists provided by UNCAA under the Agreement.
3. UNCAA agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. Subject to the foregoing, all of UNCAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, UNCAA will receive the royalties set forth on Attachment #1, Section II for Gold Option accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, UNCAA shall not take action to cause the removal of UNCAA'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, UNCAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UNCAA represents and warrants that UNCAA 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.

UNCAA *JEV*  
7. *JEV* XYZ and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by ~~XYZ~~ or MBNA America, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

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 NORTHERN  
COLORADO ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Georgette E. Vigil*

By: *John C. Rimmer*

Name: *Georgette E. Vigil*

Name: *John C. Rimmer*

Title: *Executive Director*

Title: *SEVP*

Date: *1/27/99*

Date: *6/2/99*

*JEV*  
UNCAA  
MBNA

## Attachment #1

### I. Gold Option 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) Gold Option is a **no annual fee** revolving loan-type product.
- B) Customers can request that checks be drawn upon a predetermined line of credit.
- C) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- D) Fixed monthly payments may be tailored to customer's monthly needs.
- E) The current annual percentage rate is 14.99%.

### II. Gold Option Royalties

- A) \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- B) 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 which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- C) \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

**UNIVERSITY OF NORTHERN COLORADO ALUMNI ASSOCIATION  
ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 15<sup>th</sup> day of March, 2001 by and between University of Northern Colorado Alumni Association ("UNCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNCAA 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 UNCAA; and

WHEREAS, UNCAA and MBNA America mutually desire to extend the term of the Agreement and modify certain provisions;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UNCAA 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 August 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. In addition to UNCAA's obligations under the Agreement to exclusively endorse the Program, UNCAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
4. Effective for compensation accruing on or after September 1, 2001, the compensation for Credit Card Accounts shall be as follows:
  - a. \$1.00 (one dollar) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
  - b. \$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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

- c. 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)).
- d. \$1.00 (one dollar) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- e. \$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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- f. 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)).

5. For the period from September 1, 2001 to August 31, 2002 and each twelve month period thereafter during the renewal term of the Agreement, MBNA America shall pay UNCAA \$5,000 (five thousand dollars) for every five hundred (500) new Alumni and Student Credit Card Accounts opened during each such twelve month period, up to a maximum of \$30,000 for each such twelve month period. The \$5,000 payments shall be made for each full increment of 500 new Credit Card Accounts and shall not be pro rated for any amount less than 500. This compensation will be paid approximately forty-five (45) days from the end of each twelve month period.

6. A "Group Incentive Program" is added to the Program with the following provisions:

a. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby UNCAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

b. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which UNCAA complies with the GIP provisions of this Addendum.

c. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by

UNCAA pursuant to any GIP. In that regard, UNCAA 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 UNCAA to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

d. All marketing materials generated as a result of such GIP programs shall be coded by UNCAA for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.

e. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by UNCAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

f. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UNCAA pursuant to any GIP shall be deducted from any or all compensation payments due UNCAA under this Addendum or the Agreement.

g. UNCAA 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.

h. During the term of the Agreement, MBNA America will pay UNCAA a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

\$30.00 (thirty 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, except that GIP Accounts will be included when determining the additional Royalty, if any, to be paid pursuant to Section 5 of this Addendum.

7. The parties agree that the Deposit Program is now a part of the Program (as such Deposit Program 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 the Deposit Program to some or all of the persons included on the lists provided by UNCAA under the Agreement. All of UNCAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program. During the term of the Agreement, UNCAA will receive the royalties set forth below for accounts opened pursuant to the Deposit Program:

- (i) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008330%) of the average deposits in the money

market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

- (ii) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

The Deposit Program compensation set forth in this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposit Program accounts.

8. As of September 1, 2001 and each twelve month period thereafter during the renewal term of the Agreement, MBNA America shall pay UNCAA two thousand dollars (\$2,000) in addition to any Royalties paid under the Agreement, provided that the Agreement is not terminated prior to the end of the renewal term and UNCAA has not breached any of its obligations under the Agreement. This compensation will be paid approximately forty-five (45) days from the end of each twelve month period.

9. 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 NORTHERN COLORADO  
ALUMNI ASSOCIATION

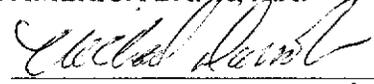
By: John W. Haefeli

Name: 

Title: President

Date: 4/18/01

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Durvoh

Title: SEVP

Date: May 15, 2001

**TRAVEL REWARDS ADDENDUM TO THE UNIVERSITY OF NORTHERN  
COLORADO ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 13<sup>th</sup> day of Feb., 2004, by and between University of Northern Colorado Alumni Association ("UNCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNCAA and MBNA America are parties to an affinity agreement dated September 26, 1996, as the same was amended by addenda dated July 23, 1998, January 27, 1999, and May 15, 2001 (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UNCAA 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 UNCAA 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 UNCAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., World Points). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. UNCAA 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 UNCAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
6. Pursuant to Section 2(d) of the Agreement UNCAA shall have the right of prior approval of all new Reward Credit Card Account direct mail advertising and solicitation materials to be used by MBNA America which contain a Trademark; such approval shall not be unreasonably withheld or delayed.
7. During the term of the Agreement, UNCAA 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.

8. 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. 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 NORTHERN COLORADO  
ALUMNI ASSOCIATION**

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

By: Sherril L. Moser

By: James S. Murphy

Name: Sherri L. Moser

Name: JAMES S. MURPHY

Title: Director

Title: EVP

Date: 2/13/04

Date: 3/10/04

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 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 UNCAA 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 Alumni 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 an Alumni Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni 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 Alumni Reward Credit Card Account for which the annual anniversary of the opening of such Alumni Reward Credit Card Account has occurred during the latest completed calendar quarter, and which has been utilized by the Customer for a cash advance or retail purchase transaction (excluding those transactions that relate to refunds, returns and unauthorized transactions) during the twelve month period immediately preceding the end of such calendar quarter.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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. \$30.00 (thirty 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.

PAGE 1

**ADDENDUM TO THE UNIVERSITY OF NORTHERN COLORADO ALUMNI ASSOCIATION  
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "**Addendum**") is entered into this 16 day of March, 2006 by and between University of Northern Colorado Alumni Association ("**UNCAA**"), and MBNA America Bank, N.A. ("**MBNA America**"), for themselves and their respective successors and assigns.

WHEREAS, UNCAA and MBNA America are parties to an amended and restated affinity agreement dated September 26, 1996, as the same was amended by addenda dated July 23, 1998, January 27, 1999, May 15, 2001, and February 13, 2004 (the "**Agreement**"); and

WHEREAS, UNCAA 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, UNCAA 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 August 31, 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 1 of the Agreement is hereby amended by adding the following new subsections (j) through (v):

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

(k) "**Business GIP Account**" means a Business Credit Card Account opened pursuant to a GIP in which UNCAA complies with the GIP provisions of this Agreement.

(l) "**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.

(m) "**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.

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

(o) "**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.

(p) "**Business Reward GIP Account**" means a Business Rewards Account opened pursuant to a GIP in which UNCAA complies with the GIP provisions of the Agreement.

0

(q) "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.

(r) "Gold Reserve Account" means a 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.

(s) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. A "Student Reward Credit Card Account" is a Student Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program opened through an application coded by MBNA America as a student application. An "Alumni Reward Credit Card Account" is an Alumni Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

(t) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which USDAA complies with the GIP provisions of the Agreement.

(u) "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.

(v) "University" means the University of Northern Colorado, and any office or department of, or affiliated or associated with, the University of Northern Colorado, including but not limited to the athletic department and the office of student affairs of the University of Northern Colorado.

5. Effective 5/01/06, 2006, the provision of Schedule B are in their entirety and replaced with the provisions of Attachment #1, attached hereto and incorporated herein.

6. The Agreement is hereby amended by deleting the addenda dated January 27, 1999, and February 13, 2004, and Sections 4, 7, and 8 of the addendum dated May 15, 2001 in their entirety.

7. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for the solicitation of credit card account applications. UNCAA shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of UNCAA for such gifts or premiums. UNCAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to UNCAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to UNCAA.

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. 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 NOTHERN COLORADO  
ALUMNI ASSOCIATION**

By: Michael C. Johnson  
Name: Michael C. Johnson  
Title: Executive Dir of Alumni Relations  
Date: March 16, 2006

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

By: [Signature]  
Name: Jack Frey  
Title: EVP  
Date: 5/2/06

ATTACHMENT #1

**ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay UNCAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of consumer accounts for UNCAA 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. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each consumer 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 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, person to person money transfers, 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, person to person money transfers, 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. \$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, or for any Reward GIP Account.

2. **\$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by 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 an Alumni 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.**

1. **0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).**

**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.**

1. **0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).**

**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 0.008330%) 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 each of September 1, 2006, September 1, 2007, September 1, 2008, September 1, 2009, and September 1, 2010, MBNA America shall pay to UNCAA the sum of One Hundred Thousand Dollars (\$100,000) (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 UNCAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UNCAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UNCAA hereunder, and (y) UNCAA 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 August 31, 2011;
- (ii) UNCAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four ( 4 ) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four ( 4 ) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement; and .
- (vi) the University endorses, sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; or license or

allow others to license a University trademark in relation to or for promoting any Financial Service Products of any entity other than MBNA America; or sells, rents or otherwise makes available or allows 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.

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

UNCAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Five Hundred Thousand Dollars (\$500,000) (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 UNCAA has not accrued \$500,000 in Royalties, MBNA America will pay UNCAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UNCAA 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™

Via Overnight Delivery

May 26, 2011

Ms. Georgette Vigil  
University of Northern Colorado Alumni Association  
Faculty Apts.  
Greeley, Colorado 80639

Dear Ms. Vigil:

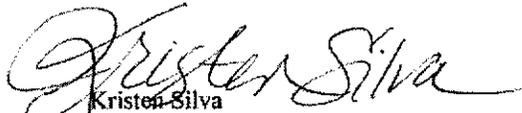
I am writing to inform you that following a comprehensive review of the University of Northern Colorado Alumni Association credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated September 26, 1996, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9 of the Agreement, as amended by that certain Addendum to the Agreement dated March 16, 2006.

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

We have appreciated your endorsement.

Sincerely,

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