

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and UNIVERSITY OF WYOMING ALUMNI ASSOCIATION, INCORPORATED, having its principal place of business in Laramie, Wyoming (hereinafter referred to as "UWAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A, B and C.
- (b) "Anniversary Date" means August 31, 1998 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, and deposit services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of UWAA plus other participants mutually agreed to by UWAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by UWAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate UWAA with Royalties generated thereby, and UWAA agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF UWAA

(a) UWAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. UWAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. UWAA further agrees that during the term of this Agreement, no UWAA publication shall carry advertisements for any other Financial Services.

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

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

(d) UWAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UWAA.

(e) UWAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UWAA.

(f) UWAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UWAA hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall remain in effect for the duration of this Agreement. Nothing stated in this Agreement prohibits UWAA from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.

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

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

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

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

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of UWAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by UWAA.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to UWAA all Royalties set forth in Schedule A and Schedule B, attached and incorporated herein. UWAA shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

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

7. RATES AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and UWAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except as required by law.

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning August 31, 1993 until August 31, 1998. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of August 31, 1993, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

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

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

(b) If either MBNA America or UWAA 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 this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

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

12. MISCELLANEOUS

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

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

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

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

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

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

(i) If to UWAA

UNIVERSITY OF WYOMING ALUMNI ASSOCIATION
University Station Box 3137
Laramie, Wyoming 82071

ATTENTION: Ms. Roberta Darnall
Executive Director

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION Mr. Terrance R. Flynn,
Sr. Executive Vice President

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

If UWAA is providing MBNA America with notice pursuant to Section 9(a) herein, UWAA must provide notice at least six (6) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, UWAA 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 UWAA.

(h) It is agreed and understood that MBNA America and UWAA are not agents, representatives or employees of each other.

(i) UWAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, UWAA agrees that it shall not conduct itself in a manner which may impinge on these assets. In the event MBNA America determines that UWAA does not so conduct itself, MBNA America may immediately terminate this Agreement.

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

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

UNIVERSITY OF WYOMING ALUMNI ASSOCIATION

Dated this day 23
of Sept, 1993

By: Robert M. Randall
Title: Executive Director

MBNA AMERICA BANK N.A.

Dated this ³⁰ day
of September, 1993

By: Frank J. Murray
Title: EV

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- o There is NO Annual Fee for the first year for the Members.
- o There is NO Annual Fee for the first two (2) years for UWAA existing cardholders who convert to the MBNA America card providing UWAA can provide MBNA with a list of those Members who are UWAA cardholders.
- o The Annual Fee when applied is:
 - \$40.00 Gold Credit Card Account.
 - \$20.00 Preferred Credit Card Account.
- o The current Annual Percentage Rate for Alumni Members of UWAA will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- o *Handwritten:* ~~The current Annual Percentage Rate for Student Members of UWAA will be a~~ variable rate of prime rate plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. *Handwritten:* THE CURRENT ANNUAL PERCENTAGE RATE FOR STUDENT MEMBERS OF UWAA WILL BE A FIXED RATE OF 17.9% OR 0.2%

B. GOLD RESERVE ACCOUNTS

- o There is NO Annual Fee for the first six months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- o The current Annual Percentage Rate is 17.9%.

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

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay UWAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by a Member of UWAA, which remains open for at least ninety (90) days.
- o \$3.00 for each year a Preferred Credit Card Account is renewed and an Annual fee is paid by an Alumni or Student Member of UWAA.
- o \$6.00 for each year a Gold Credit Card Account is renewed and an Annual fee is paid by an Alumni Member of UWAA.
- o \$0.15 per retail purchase transaction made by Student Members of UWAA (net refunds and returns).
- o .50 of 1% of all retail purchase transactions^{volume} made by Alumni Members of UWAA (net refunds and returns).
- o \$15.00 for every Gold Card account opened by a Member, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UWAA. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UWAA must be approved in writing by MBNA America prior to distribution.
- o \$10.00 for every Preferred account opened by a Member, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by UWAA. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by UWAA must be approved in writing by MBNA America prior to distribution.
- o Upon implementation of the first direct mail marketing effort, MBNA America agrees to make a one-time payment to UWAA of \$25,000 (twenty-five thousand dollars) as an advance on future royalties, as outlined above, provided UWAA allows for the full implementation of program marketing (direct mail, telemarketing and direct promotions).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- o \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.

- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- o \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

SCHEDULE B
DEPOSIT SERVICES

A. RATES

I. Money Market Deposit Account ("MMDA")

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

II. Certificate of Deposit Account ("CD")

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

III. Money Market Deposit & Certificate of Deposit Account

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

B. ROYALTIES

- o Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of UWAA Members obtained by MBNA America pursuant to the Program.
- o Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of UWAA Members obtained by MBNA America pursuant to the Program.
- o MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

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ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 25th day of Oct., 1994, by and between UNIVERSITY OF WYOMING ALUMNI ASSOCIATION ("UWAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA 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 UWAA; and

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

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

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

\$6.00 (six dollars) for each Gold Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance other 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.

\$3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance other than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

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

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

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

UNIVERSITY OF WYOMING ALUMNI ASSOCIATION

By:

Roberta M. Darnall

Name:

ROBERTA M. DARNALL

Title:

EXECUTIVE DIRECTOR

MBNA AMERICA BANK, N.A.

By:

Howard C. Wallace

Name:

Howard C. Wallace

Title:

Executive Vice President

**CUSTOMER LIST ADDENDUM
TO THE UNIVERSITY OF WYOMING ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 3rd day of October, 1994 by and between University of Wyoming Alumni Association ("UWAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA 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 UWAA; and

WHEREAS, the parties wish to provide for a Customer List (as defined herein);

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Upon the request of UWAA, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). UWAA shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.
3. Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. UWAA shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, UWAA warrants that UWAA and all its employees, volunteers, agents and/or representatives of UWAA who work with any Customer List shall be made aware of the obligations contained in this Addendum and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. UWAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.
4. Because the nature of each Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by UWAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each name, address or other type or category of information used in violation of

this Addendum, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach. In addition, UWAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UWAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement.

5. 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.

6. 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 WYOMING
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Roberta M. Sparrow By: [Signature]

Name: ROBERTA M. SPARROW Name: [Signature]

Title: Director Title: Exec. Vice President



Trademark Licensing Office
P.O. Box 3322
Room 353, Wyoming Hall
Laramie, Wyoming 82071-3322
(307) 766-5646

November 8, 1996

Chad Longyear
First USA Partners
30 Washington Street
Wellesley Hills, MA 02181

Dear Chad,

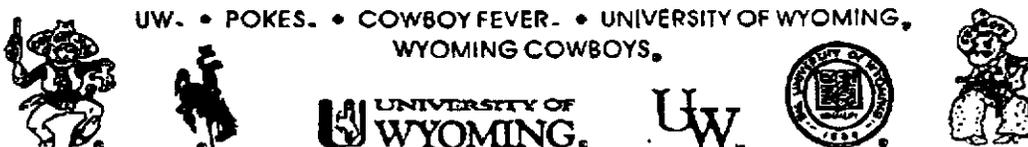
The Collegiate Licensing Company is the exclusive licensing agent for the University of Wyoming and the State of Wyoming. They therefore have the responsibility of contracting your services on our behalf for the Wyoming Authentic affinity card. I would ask that you forward to them a draft affinity card agreement for review by them and us, pursuant to the proposal you previously provided.

I'm very anxious to get this program off the ground, and look forward to getting all the contractual details worked out as soon as we can. I really appreciate your patience with us in developing this program, and I hope you understand that working this out within the State has been a time consuming endeavor for me, but will certainly be worth the effort for all of us.

Should there be a problem with forwarding CLC a draft affinity card agreement, please let me know. Otherwise, I'll look forward to reviewing this agreement with Scott Ford.

Sincerely,

Richard C. Johnson



**RENEWAL ADDENDUM
TO THE UNIVERSITY OF WYOMING ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 23rd day of April, 1997 by and between University of Wyoming Alumni Association ("UWAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA and MBNA America are parties to an affinity agreement last dated September 30, 1993, 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 UWAA;

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

WHEREAS, UWAA and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of UWAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UWAA 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 April 30, 2004. 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.
3. The provisions of Section II of Schedule A are hereby amended by adding a new Subpart C, which shall read as follows:

C. ROYALTY ADVANCE

Upon execution of this Addendum, MBNA America shall pay to UWAA the sum of two hundred thousand dollars (\$200,000.00) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UWAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UWAA as set forth in this Agreement. Notwithstanding the foregoing, UWAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America

against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iv) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UWAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

4. The provisions of Section II of Schedule A are hereby amended by adding a new Subpart D, which shall read as follows:

D. Annual Scholarship Payment

Within forty-five days after the beginning of each Agreement year (that the Agreement is in full force and effect and UWAA is not in breach of the Agreement), MBNA America shall pay UWAA Five Thousand Dollars (\$5,000.00) to be used for a scholarship for University of Wyoming student(s).

5. The parties agree that Plus Miles (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 Plus Miles to some or all of the persons included on the lists provided by UWAA under the Agreement.

6. UWAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of UWAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.

7. During the term of the Agreement, UWAA will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

8. Upon termination or expiration of the Agreement, or any aspect of the Program, UWAA shall not take action to cause the removal of UWAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the

credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, UWAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UWAA represents and warrants that UWAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

9. Section 2 of this Addendum shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement. 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.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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 WYOMING ALUMNI
ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Roberta M. Salvail*

By: *John C. Richmond*

Name: ROBERTA M. SALVAII

Name: JOHN C. RICHMOND

Title: *Executive Director*

Title: *SR. Executive Vice President*

Attachment #1

I. Plus Miles 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. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a variable rate of prime plus 7.4%. 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. Plus Miles Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay UWAA a Royalty calculated as follows, for those Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account.
- B. \$17.00 (seventeen dollars) for each Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

BUSINESS CARD ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 27 day of MARCH, 2008, by and between UNIVERSITY OF WYOMING ALUMNI ASSOCIATION ("UWAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA and MBNA America are parties to an affinity agreement last dated September 30, 1993, 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 UWAA; and

WHEREAS, UWAA and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard products ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of UWAA'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, UWAA and MBNA America agree as follows:

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

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

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

UNIVERSITY OF WYOMING
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Roberta M. Darnall*

By: *[Signature]*

Name: Roberta M. Darnall

Name: *ERBLUE*

Title: Executive Director

Title: *SV EXEC VP*

Date: March 22, 2001

Date: *6/26/01*

ATTACHMENT #1

I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

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

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

II. COMPENSATION FOR BUSINESSCARD ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts. Compensation shall be calculated as set forth below:

A.. Compensation for *Platinum Plus for Business*:

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

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

**TERM EXTENSION ADDENDUM TO THE UNIVERSITY OF WYOMING ALUMNI
ASSOCIATION INCORPORATED AGREEMENT**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into this 3rd day of June, 2004 by and between University of Wyoming Alumni Association Incorporated ("UWAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UWAA and MBNA America are parties to an affinity agreement last dated September 30, 1993, as the same was amended by addenda dated October 3, 1994, October 24, 1994, April 23, 1997, and March 22, 2001 (the "Agreement"); and

WHEREAS, UWAA 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, UWAA 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. Section 1 of the Agreement is hereby amended by adding the following new subsection (i):
 - (i) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
3. Section 9(a) of the Agreement, as amended by Section 2 of the April 23, 1997 addendum is hereby deleted in its entirety and replaced with the following new Section 9(a):
 - (a) The current term of the Agreement is until April 30, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.
4. Section 12(f) is hereby amended by deleting the last sentence.
5. Section 1 of the October 25, 1994 addendum, Attachment I to the April 23, 1997 addendum, and Attachment I to the March 22, 2001 addendum are all deleted in their entirety
6. The provisions of Schedule A of the Agreement are hereby deleted in their entirety and replaced with the provisions of Attachment #1.
7. In addition to UWAA's obligations under the Agreement to exclusively endorse the Program, UWAA 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.

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

MBNA AMERICA BANK, N.A.

By: *Roberta M. Darnall*

By: *Thomas W. Bruckes*

Name: Roberta M. Darnall

Name: Thomas W. Bruckes

Title: Executive Director

Title: Senior Executive Vice President

Date: June 3, 2004

Date: June 23, 2004

ATTACHMENT #1

I. 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. CONSUMER CREDIT CARD ACCOUNTS

1. There is no annual fee for the first year.
2. The annual fee when applied is:
\$40.00 (Forty Dollars) per Gold Credit Card Account.
\$20.00 (Twenty Dollars) per Preferred Credit Card Account.
3. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 16.9% , or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 16.9%, or a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$35.00 (thirty-five dollar) annual fee.
2. The current annual percentage rate is 16.9%, or a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program

C. REWARD ENHANCEMENT (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

"Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is 16.9% or a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
3. 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.

D. BUSINESS CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a *Platinum Plus for Business* account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

- B* *UWAA* ~~XYZ~~
1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select Customers and/or Members at its own discretion.
 2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.9%.

E. GOLD RESERVE ACCOUNTS

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

1. There is no annual fee.
2. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
3. The customer may request more checks from MBNA America on a periodic basis.

F. GOLD OPTION ACCOUNTS

"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.

1. There is no annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers' needs.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UWAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for UWAA 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. \$3.00 (three dollars) for each consumer Preferred 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 Preferred 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$6.00 (six dollars) for each consumer Credit Card Account (other than a Preferred 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 (other than a Preferred 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. PLUS MILES CREDIT CARD ACCOUNTS

Plus Miles Credit Card Accounts shall only generate the Royalty compensation set forth in this Section B notwithstanding any other provision of this Agreement.

1. \$1.00 (one dollar) for each new Plus Miles 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 Plus Miles Credit Card Account.
2. \$6.00 (six dollars) for each Plus Miles 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 Plus Miles 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account

3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Plus Miles 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. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Section C notwithstanding any other provision of this Agreement.

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 .
2. \$6.00 (six dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

D. BUSINESS CREDIT CARD ACCOUNTS

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

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

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new 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 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 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.

3. \$2.00 (two dollars) for each Gold Reserve Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Reserve Account, and/or of any twelfth month thereafter.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new 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 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 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.
3. \$2.00 (two dollars) for each Gold Option Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Option Account, and/or of any twelfth month thereafter.

G. ANNUAL SCHOLARSHIP PAYMENT

Within forty-five days after each of May 1, 2004, and each May 1st thereafter, up through May 1, 2010 (provided the Agreement is in full force and effect and UWAA is not in breach of the Agreement), MBNA America will pay UWAA Five Thousand Dollars (\$5,000) to be used by UWAA for a scholarship for University of Wyoming student(s).



ASSOCIATION

January 25, 2011

Nazanin Rad
Affinity Management
16001 N. Dallas Pkwy
Addison, TX 75001

Mr. Terrance R. Flynn
Sr. Executive Vice President
Bank of America
400 Christiana Road
Newark, DE 19713

Dear Ms. Rad and Mr. Flynn:

As per section 3 (a) of the Term Extension Addendum to the University of Wyoming Alumni Association Inc. Agreement with MBNA dated June 3, 2004, we are providing notice that we do not wish the contract to automatically renew.

We look forward to continued conversations regarding the possibility of extending our relationship with Bank of America.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roberta M. Darnall', written in a cursive style.

Roberta M. Darnall
Executive Director