

**AMENDED AND RESTATED
AFFINITY AGREEMENT
MARQUETTE UNIVERSITY**

This Agreement is entered into as of this 1 day of July, 2006 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Marquette University, a non profit corporation having its principal place of business in Milwaukee, Wisconsin ("MU") for themselves, and their respective successors and assigns.

WHEREAS, MU and Bank are parties to an Amended and Restated Affinity Agreement, as the same may have been amended (the "Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of MU; and

WHEREAS, MU and Bank mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, MU and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Affiliate" means any of the following entities: Marquette University Services Corporation, Inc., Milwaukee Medical Research Foundation, and athletics booster organizations, or their respective successors in interest.
- (b) "Agreement" means this agreement and Schedules A and B and Attachment #1.
- (c) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "Financial Service Products" means any consumer (personal) credit, charge or travel/entertainment card program
- (f) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which MU complies with the GIP provisions of this Agreement.
- (g) "Group Incentive Program" or "GIP" means any marketing or other program whereby MU conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (h) "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, 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.

- (i) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics. Mailing List shall not include the name and/or related information regarding any person who has expressly requested that MU not provide his/her personal information to third parties.
- (j) "Member" means a member of MU and/or other potential participants mutually agreed to by MU and Bank.
- (k) "Program" means the program and services of the Financial Service Products Bank that it agrees to offer pursuant to this Agreement to the Members from time to time.
- (l) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (m) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which MU complies with the GIP provisions of the Agreement.
- (n) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank 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 Bank from time to time, in its sole discretion.
- (o) "Royalties" means the compensation set forth in Schedule A.
- (p) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by MU or any MU Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF MU

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

(c) MU authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program to the extent permissible under state and federal laws, including but not limited to laws regarding privacy, bulk email solicitation ("spam") and "do-not-call" lists.

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

(e) Within thirty (30) days following the request of Bank, MU shall provide Bank with the Mailing List free of any charge; provided, however, that MU shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that MU not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by MU or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due MU. MU shall provide the first Mailing List, containing at least eighty-five thousand (85,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after MU's execution of this Agreement.

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

(g) MU hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. MU shall provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after MU's execution of this Agreement. Nothing stated in this Agreement prohibits MU 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) MU shall allow Bank access to MU athletic facilities and events to enable Bank to engage in the promotional activities listed in Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an Annual Marketing Plan). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of MU to Bank.

(i) MU shall permit Bank to advertise the Program on MU's home page and at other prominent locations within the internet site(s) of MU. Bank may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle MU to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. MU shall modify or remove such advertisements within twenty-four (24) hours of Bank's request. MU shall provide Bank with the ability to access any and all pages within the MU internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop and administer the Program for the Members.
- (b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all promotional, advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of MU. MU reserves the right of prior written approval of all promotional, advertising and solicitation materials concerning or related to the Program, which may be developed by Bank that bears MU's Trademarks
- (c) Bank shall bear all costs of producing and mailing materials for the Program.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of MU.
- (e) Bank 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. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent, so long as such designation does not discriminate in violation of law. These Mailing Lists are and shall remain the sole property of MU. However, Bank 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 Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by MU.

4. REPRESENTATIONS AND WARRANTIES

- (a) MU and Bank 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 negotiation, 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) MU represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. MU will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from Bank's use of any Mailing List(s) by Bank for the promotion of the Program.

5. ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to MU. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

(c) Upon the written request of MU, but no more frequently than one (1) request in any twelve (12) month period, Bank shall provide MU with system reports generated by Bank containing all the information which both (i) formed the basis of Bank's calculation of the Royalties due MU since the last request was made or, if no previous request was made hereunder, since the Effective Date of this agreement. Royalty calculations performed by Bank, and (ii) may be disclosed by Bank without violating any legal rights of any third party or obligation of Bank. Such reports shall be certified by an officer of Bank as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by Bank, at MU's expense, if MU so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services related to financial services offered by Bank.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and MU shall be permitted to disclose such Information 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.

The parties acknowledge and agree that there may be other information shared between the parties that a party may consider confidential such as Customer List (also "Information"). The party receiving such Information shall use Information only for the purpose of performing the terms of this Agreement and shall not accumulate in any way or make use of Information for any other purpose.

In addition, the obligations with respect to Information shall not apply to Information that: (i) either party or its personnel already know at the time it is disclosed as shown by their written records; (ii) is publicly known without breach of this Agreement; (iii) either party received from a third party authorized to disclose it without restriction; (iv) either party, its agents or subcontractors, developed independently without use of Information; or (v) either party is required by law, regulation or valid court or governmental agency order or request to disclose, in which case the party receiving such an order or request, to the extent practicable, must give notice to the other party, allowing them to seek a protective order.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2011. One hundred eighty (180) days prior to June 30, 2011, MU and Bank shall begin to discuss whether this Agreement should continue beyond June 30, 2011. The parties shall reach such agreement on this at least ninety (90) days prior to the expiration date, and if applicable, such term extension shall be reflected in a term extension addendum.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or MU, 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 Bank or MU becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank 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, Bank may conclude all solicitation that is required law.

(d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by MU or any MU Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, MU shall not attempt to cause the removal of MU's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

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

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

11. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), Bank shall provide MU with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, Bank shall not provide any Customer List or Customer Information otherwise required to be provided by it to MU, and may restrict any use by MU of any Customer List or Customer Information which is provided by Bank to MU, if Bank is prohibited from disclosing the same or permitting such

use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on Bank.

(b) MU shall return to Bank each Customer List, in the same form as received by MU within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, MU agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to Bank, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with Bank's then current destruction policy.

(c) Any Customer List provided to MU may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to MU. A violation of this Agreement is conclusively proven and the damages named hereinafter shall be deemed owed when Bank establishes the following:

(i) that Bank placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);

(ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and

(iii) that identical "dummy" information was not provided by Bank or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of Bank. MU expressly acknowledges and agrees that MU has no property right or interest whatsoever in any Customer List. MU shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by Bank. At all times MU shall keep in confidence and trust all Customer Lists. MU further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and MU specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by Bank prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of Bank cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) MU shall have no authority to use the Customer List for any purpose not expressly permitted by Bank in a separate writing. MU shall comply with any

reasonable request of Bank with respect to security precautions to maintain the security of the Customer List. MU agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to MU from time to time. MU shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of MU who need such access to perform their duties for MU. In view of the confidential nature of the Customer List, MU warrants that MU and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by MU or its employees, volunteers, agents, and/or representatives, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Agreement, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, MU agrees that Bank shall be entitled to injunctive relief to prevent violation or further violation by MU and/or its employees, volunteers, agents or representatives of this Agreement, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event MU receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, MU agrees to: (i) immediately notify Bank of the existence, terms and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which Bank designates.

12. CROSS INDEMNIFICATION

MU and Bank 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 MU or Bank, respectively as the case may be, or its directors, officers or employees. MU will indemnify and hold harmless Bank and its Indemnitees from and against any and all Losses arising from the Trademark license

granted herein or from Bank'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.

13. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to MU:

Marquette University
O'Hara Hall, 207
Milwaukee, Wisconsin 53201-1881

ATTENTION: Steven J. Cottingham

Fax #: (414) 288-7454

(2) If to FIA Card Services, N. A.:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-0469

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 Bank, which shall not be unreasonably withheld, MU may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of MU. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

(h) Bank and MU 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 MU and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(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 or other labor disputes, 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.

MARQUETTE UNIVERSITY

FIA CARD SERVICES, N. A.

By: _____

By: _____

Name: John C. Lamb

Name: Jacob J. Foy

Title: Vice President for Finance

Title: SVP

Date: 09/28/06

Date: 12/20/06

APPROVED AS TO FORM

Arthur P. O'Connell
OFFICE OF THE GENERAL COUNSEL

MARQUETTE UNIVERSITY

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card 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 Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each 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% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each consumer 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.

Nov. 15, 2006 4:11 PM FIA Card Services

FAX NO. 3024321380 No. 2432 P. 202

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. INTENTIONALLY OMITTED

D. INTENTIONALLY OMITTED

E. INTENTIONALLY OMITTED

F. ROYALTY ADVANCES.

2010

1. Within forty-five (45) days after the full execution of this Addendum and within 45 day of each annual anniversary of the Effective Date through and including June 30, 2011, Bank shall pay to MU the sum of \$165,000 (one hundred sixty-five thousand dollars) (each, an "Advance") as an Advance against future Royalties, subject to the provisions set forth below. All Royalties accrued under the Agreement as of July 1, 2006 shall, in lieu of direct payment to MU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to MU as set forth in this Agreement. Notwithstanding the foregoing, (a) Bank shall no longer be obligated to pay any additional Advances to MU hereunder, and (b) MU hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued

Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to June 30, 2011;
- (ii) MU breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least 5 (five) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least 4 (four) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MU directly and indirectly, endorses, sponsors or promotes any Financial Services of any entity other than Bank.

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

G. ROYALTY GUARANTEE

MU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$825,000 (eight hundred twenty-five thousand dollars) (the "Guarantee Amount") by June 30, 2011, subject to the provisions set forth below. If as of June 30, 2011 MU has not accrued \$825,000 in Royalties, Bank will pay MU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by MU from July 1, 2006 through June 30, 2011 and the amount of any unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1 above.

ATTACHMENT #1

BANK PROMOTIONAL ACTIVITIES

In accordance with Section 2(h) of this Agreement, MU shall provide the following to Bank at no additional cost:

- (a) Necessary access, during each year of this Agreement, for Bank to conduct direct promotion events for the Program at all men's and women's home basketball games and other mutually agreed upon home athletic events.
- (b) When conducting direct promotion events, Bank may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding University men's and women's home basketball games; other sports such locations will be mutually agreed. The Locations shall be at prominent locations and will be mutually agreed upon by MU and Bank.
- (c) Complimentary facility access to all Bank employees and agents that are conducting the direct promotion campaign.
- (d) One (1) parking permit/pass and one vehicle permit/pass for each game at which Bank will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which Bank will be conducting direct promotion events. Such vehicular access shall to the extent possible provide Bank vehicle a convenient position, in relation to each Location, before and after the event to load/unload.
- (f) Bank shall be permitted to set up each Location at least one (1) hour prior to gates opening for the athletic event and will need one (1) hour after the event to break down the locations.
- (g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by Bank and MU and both parties agree to be reasonable.
- (h) Bank has the right to place Trademarks on gifts for individuals completing applications or other program offers, subject to the prior approval of MU with respect to each specific usage. Provided that Collegiate Licensing Company ("CLC") and the University have an agreement with respect to the use of the Trademarks on such gifts, Bank agrees to use vendors licensed by CLC for the production of such gifts, or cause any other vendor to become licensed by CLC to use the Trademarks in the production of such gifts.



MARQUETTE
UNIVERSITY

April 1, 2011

Director of National Sales
FIA Card Services, N A
1100 North King Street
Wilmington, DE 19884

Re: **Amended and Restated Affinity Agreement with Marquette University dated 9/26/2006**

Ladies and Gentlemen

Pursuant to section 8 of the Affinity Agreement currently in effect between Marquette University and Bank of America Card Services, successor in interest to FIA Card Services, Inc., and subsequent discussions between the parties, Bank of America provided a proposed "Term Extension Addendum" dated March 17, 2011, for the University's evaluation

After careful consideration of this proposal, Marquette University has determined that it is not in the University's interest to continue the proposed affinity relationship with Bank of America Card Services beyond the scheduled expiration date of June 30, 2011, and the Affinity Agreement will terminate on June 30, 2011. Should Marquette University decide to pursue an affinity program in the future, we intend to include Bank of America in the proposal process

Please address any questions in this matter to Tim Simmons of University Advancement at (414) 288-5048

Very truly yours,


John C Lamb
Vice President for Finance