

## AGREEMENT

This Agreement is entered into as of this 20 day of June, 1995 (the "Effective Date") by and 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 ST. CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION, an alumni association having its principal place of business in St. Cloud, Minnesota (hereinafter referred to as "SCSUAA").

### **1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a mutually agreed upon format) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of SCSUAA and/or other potential participants mutually agreed to by SCSUAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Logos" means any logo, servicemark, tradedress, tradename, or trademark presently used or acquired by SCSUAA during the term of this Agreement.

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

- (a) SCSUAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid or develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license its Logos, nor sell, rent or otherwise make available its Mailing Lists or information about any current or potential Members in relation to or for promoting any other Financial Service Products of any entity other than MBNA America; and (iii) no SCSUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.
- (b) SCSUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

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

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

(e) Upon the request of MBNA America, SCSUAA shall provide MBNA America with Mailing Lists free of any charge. The initial Mailing List shall contain at least fifty-five thousand (55,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) SCSUAA shall only provide any information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to SCSUAA.

Notwithstanding the above, SCSUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to SCSUAA.

(g) SCSUAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Logos solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Logos, notwithstanding the transfer of such Logos by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits SCSUAA from granting to other persons a license to use the Logos in conjunction with the providing of any other service or product, except for any Financial Service Products.

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

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

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

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

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

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of SCSUAA. All credit card solicitations shall clearly and explicitly state that the Program is administered by MBNA America.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent including, without limitation, based on appropriateness of product 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 SCSUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by SCSUAA.

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

(a) SCSUAA and MBNA America each represent and warrant to the other that as of the Effective Date and throughout the term of this Agreement:

- (i) It is duly organized, validly existing and in good standing.
- (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) SCSUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Logos to MBNA America for use as contemplated by this Agreement.

#### **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay Royalties to SCSUAA. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

## **6. CROSS INDEMNIFICATION**

SCSUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by SCSUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. SCSUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Logo license granted herein or from MBNA America's use of the Logos in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

## **7. PROGRAM ADJUSTMENTS**

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

## **8. CONFIDENTIALITY OF AGREEMENT**

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement are confidential as of the date of disclosure. Such information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and SCSUAA shall be permitted to disclose such terms (i) to their accountants, legal, financial and marketing advisors, and, employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

## **9. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on May 31, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

## **10. STATE LAW GOVERNING AGREEMENT**

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

## **11. TERMINATION**

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

(b) If either MBNA America or SCSUAA becomes insolvent in that its liabilities exceed 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 the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11 (d) of this Agreement, cease to use the Logos. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Logos or Mailing Lists. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by SCSUAA to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Upon termination of this Agreement, SCSUAA shall not attempt to cause the removal of SCSUAA's identification or Logos from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

Upon termination of this Agreement, MBNA America may, in its discretion, remove SCSUAA's identification or the Logos from any person's credit devices, checks or records of any Customer; however, MBNA America will continue to pay SCSUAA credit card Royalties for those Credit Card Accounts represented by credit cards that bear SCSUAA's identification or Logo. Otherwise, MBNA America shall, upon termination of this Agreement, cease to use the Logos. ) ?

## **12. MISCELLANEOUS**

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

(b) The obligations in Sections 6, 8, 11 (c) and 11 (d) shall survive any termination of this Agreement.

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

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

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

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

(i) If to SCSUAA:

ST. CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498  
ATTENTION: Mr. Robert J. Dinndorf, Executive Director

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713  
ATTENTION: Mr. Howard Wallace, Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

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

ST. CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION

By: Robert D. Duff  
Title: Alumni Director  
SCSU Alumni Association

MBNA AMERICA BANK N.A.

By: [Signature]  
Title: Executive Vice President

## 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:

- \* There is NO Annual Fee for the Alumni Members.
- \* There is NO Annual Fee for the first year for the Student Members.
- \* ~~The Annual Fee when applied, is: \$20.00 Preferred Credit Card Account~~ → *8.7%*
- \* <sup>7.9%</sup> ~~The current Annual Percentage Rate~~ for alumni Members of SCSUAA will be a variable rate of prime plus ~~8.9%~~ *8.7%*. 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. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
- \* The current Annual Percentage Rate for student Members of SCSUAA will be a variable rate of prime plus 9.9%. 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. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA America will pay ST. CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION a Royalty calculated according to the following schedule, for those accounts with active charging privileges. Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

#### A. CREDIT CARD ACCOUNTS

- \* \$1.00 for every new Credit Card Account opened by a Member of SCSUAA, which remains open for at least ninety (90) consecutive days.
- \* \$1.00 each full twelve (12) month period that an Alumni Credit Card Account is renewed and an Annual Fee is paid by a Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- \* \$1.00 each full twelve (12) month period that a Student Credit Card Account is renewed and an Annual Fee is paid by a Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- \* .40 of 1% of all retail purchase transactions made by Alumni Customers (net refunds, returns or fraudulent transactions, which shall be deducted by MBNA America)
- \* .40 of 1% of all retail purchase transactions made by Student Customers (net refunds, returns or fraudulent transactions, which shall be deducted by MBNA America)
- \* Provided SCSUAA allows for the full implementation of program marketing (direct mail, telemarketing, and on campus promotions), MBNA America agrees to make a total payment of \$25,000 (twenty-five thousand dollars) in year one upon implementation of the first full marketing campaign, as an advance against future royalties.

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

2/16/95  
Revised  
3/6/95: dd  
4/18/95  
5/2/95

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 23<sup>rd</sup> day of <sup>February</sup> ~~January~~, 2000 by and between Saint Cloud State University Alumni Association ("SCSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SCSUAA and MBNA America are parties to an affinity agreement dated June 20, 1995, 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 SCSUAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SCSUAA 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 May 31, 2005 (the "Current Term"). Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to SCSUAA's obligations under the Agreement to exclusively endorse the Program, SCSUAA agrees that until <sup>December</sup> ~~December~~ 31, 2004, it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
4. The provisions of Section 1(d) of the Agreement are hereby amended to read in their entirety as follows: Financial Service Products means credit card programs, charge card programs, debit card programs, and travel and entertainment programs.
5. Effective January 1, 2000, the provisions in Schedule B of the Agreement are hereby amended in their entirety to read as set forth on Attachment #1.
6. Within 30 days of full execution of this Addendum by the parties, MBNA America shall pay SCSUAA the sum of three hundred thousand dollars (\$300,000.) (the "First Advance") as an advance against future Royalties, subject to the provisions set forth below. In addition, during the Current Term of the Agreement, on the fifth business day of every June (beginning June, 2000 and ending June, 2004), MBNA America shall pay SCSUAA the sum of eighty five thousand dollars (\$85,000.) (each, an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and the Additional Advances are hereinafter referred to as the "Advance" or the "Advances". All Royalties accrued shall, in lieu of direct payment to SCSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to SCSUAA as set forth in the Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to SCSUAA hereunder, and (y)

SCSUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to the end of the Current Term;
- (ii) SCSUAA breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by SCSUAA from conducting at least three (3) direct mail campaigns to the full updated alumni Mailing List (which mailing dates will be mutually agreed to by SCSUAA and MBNA, but in no event will there be less than three (3) campaigns during each consecutive twelve month period) during the term of this agreement;
- (iv) MBNA America is prohibited or otherwise prevented by SCSUAA from conducting at least three (3) telemarketing campaigns to the full updated alumni Mailing List (which calling dates will be mutually agreed to by SCSUAA and MBNA, but in no event will there be less than three (3) campaigns during each consecutive twelve month period) during the term of this agreement;
- (v) MBNA America is prohibited or otherwise prevented by SCSUAA from conducting at least two (2) telemarketing campaigns and three (3) direct mail campaigns to the full updated student Mailing List (which calling and mailing dates will be mutually agreed to by SCSUAA and MBNA, but in no event will be less than two (2) telemarketing campaigns and three (3) direct mail campaigns during each consecutive twelve month period) during the term of this agreement;
- (vi) SCSUAA, or any organization affiliated with SCSUAA, endorses, sponsors or markets a charge card or credit card product issued by any entity other than MBNA America;
- (vii) MBNA is no longer the exclusive credit or charge card issuer of the SCSUAA on campus (excluding credit and charge card advertisements in the school newspaper, provided such advertisements do not suggest or imply the endorsement of SCSUAA.)

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

8. SCSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred and twenty five thousand dollars (\$725,000.) (the "Guarantee Amount") by the end of the full Current Term, subject to the provisions set forth below. If on the last day of the full Current Term SCSUAA has not accrued seven hundred and twenty five thousand dollars (\$725,000.) in Royalties, MBNA America will pay SCSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by SCSUAA during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and

any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 5, above.

9. After each direct mail campaign in which SCSUAA provides MBNA America with a full updated Mailing List, MBNA America shall return the mailing list to SCSUAA updated with the current addresses of the individuals contained on such mailing list, to the extent available and provided to MBNA America, and to the extent MBNA America is not prohibited from providing such updates to SCSUAA. In no event shall MBNA America be required to provide SCSUAA with any updated mailing list more than two times in each calendar year.

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

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

ST. CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature]

Name: JAMES J. STIGMAN

Name: Michael Davola

Title: Director of Alumni Relations & Annual Giving

Title: Senior EVP

Date: 1-13-00

Date: 2/23/00

[Signature]  
Brian J. Schoenborn  
President  
1/13/00

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay SCSUAA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a student Credit Card Account (a Credit Card Account opened when the Customer was a student)(excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an alumni Credit Card Account (a Credit Card Account opened by a non-student Customer) (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. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

**TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 21 day of January, 2000 by and between Saint Cloud State University Alumni Association ("SCSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SCSUAA and MBNA America are parties to an affinity agreement dated June 20, 1995, 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 SCSUAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SCSUAA 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 May 31, 2005 (the "Current Term"). Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to SCSUAA's obligations under the Agreement to exclusively endorse the Program, SCSUAA agrees that until <sup>November</sup> ~~December~~ 31, 2004, it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
4. The provisions of Section 1(d) of the Agreement are hereby amended to read in their entirety as follows: Financial Service Products means credit card programs, charge card programs, debit card programs, and travel and entertainment programs.
5. Effective January 1, 2000, the provisions in Schedule B of the Agreement are hereby amended in their entirety to read as set forth on Attachment #1.
6. Within 30 days of full execution of this Addendum by the parties, MBNA America shall pay SCSUAA the sum of three hundred thousand dollars (\$300,000.) (the "First Advance") as an advance against future Royalties, subject to the provisions set forth below. In addition, during the Current Term of the Agreement, on the fifth business day of every June (beginning June, 2000 and ending June, 2004), MBNA America shall pay SCSUAA the sum of eighty five thousand dollars (\$85,000.) (each, an "Additional Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and the Additional Advances are hereinafter referred to as the "Advance" or the "Advances". All Royalties accrued shall, in lieu of direct payment to SCSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to SCSUAA as set forth in the Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to SCSUAA hereunder, and (y)

SCSUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to the end of the Current Term;
- (ii) SCSUAA breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by SCSUAA from conducting at least three (3) direct mail campaigns to the full updated alumni Mailing List (which mailing dates will be mutually agreed to by SCSUAA and MBNA, but in no event will there be less than three (3) campaigns during each consecutive twelve month period) during the term of this agreement;
- (iv) MBNA America is prohibited or otherwise prevented by SCSUAA from conducting at least three (3) telemarketing campaigns to the full updated alumni Mailing List (which calling dates will be mutually agreed to by SCSUAA and MBNA, but in no event will there be less than three (3) campaigns during each consecutive twelve month period) during the term of this agreement;
- (v) MBNA America is prohibited or otherwise prevented by SCSUAA from conducting at least two (2) telemarketing campaigns and three (3) direct mail campaigns to the full updated student Mailing List (which calling and mailing dates will be mutually agreed to by SCSUAA and MBNA, but in no event will be less than two (2) telemarketing campaigns and three (3) direct mail campaigns during each consecutive twelve month period) during the term of this agreement;
- (vi) SCSUAA, or any organization affiliated with SCSUAA, endorses, sponsors or markets a charge card or credit card product issued by any entity other than MBNA America;
- (vii) MBNA is no longer the exclusive credit or charge card issuer of the SCSUAA on campus (excluding credit and charge card advertisements in the school newspaper, provided such advertisements do not suggest or imply the endorsement of SCSUAA.)

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

8. SCSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred and twenty five thousand dollars (\$725,000.) (the "Guarantee Amount") by the end of the full Current Term, subject to the provisions set forth below. If on the last day of the full Current Term SCSUAA has not accrued seven hundred and twenty five thousand dollars (\$725,000.) in Royalties, MBNA America will pay SCSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by SCSUAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and

any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 5, above.

9. After each direct mail campaign in which SCSUAA provides MBNA America with a full updated Mailing List, MBNA America shall return the mailing list to SCSUAA updated with the current addresses of the individuals contained on such mailing list, to the extent available and provided to MBNA America, and to the extent MBNA America is not prohibited from providing such updates to SCSUAA. In no event shall MBNA America be required to provide SCSUAA with any updated mailing list more than two times in each calendar year.

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

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

ST. CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature]

Name: JAMES J. STIGMAN

Name: Douglas A. Cummins

Title: Director of Alumni Relations  
Annual Giving

Title: Senior Exec. Vice President

Date: 1-13-00

Date: 1/27/00

[Signature]  
Brian J. Schoenborn  
President  
1/13/00

SCHEDULE B

## ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay SCSUAA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a student Credit Card Account (a Credit Card Account opened when the Customer was a student)(excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an alumni Credit Card Account (a Credit Card Account opened by a non-student Customer) (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. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

**ADDENDUM TO THE SAINT CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 25 day of Mar, 2005 by and between Saint Cloud State University Alumni Association ("Alumni Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement dated June 20, 1995, as the same was amended by addendum dated January 27, 2000 (the "Agreement"); and

WHEREAS, Alumni Association 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, Alumni Association 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 May 31, 2010. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by adding the following to the end of Section 1(c):

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.
4. Section 1 of the Agreement is hereby amended by adding the following new subsection (j):

(j) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
5. Schedule A of the Agreement is hereby amended by adding the following new Section B.

**B. REWARD ENHANCEMENT**

"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.
  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.
6. The provisions in Schedule B of the Agreement (as amended by the January 27, 2000 addendum) are hereby amended in their entirety as set forth on Attachment #1.
7. Within forty-five (45) days of each of: (i) the full execution of this Addendum; and (ii) each of June 1, 2006, June 1, 2007, June 1, 2008, and June 1, 2009, MBNA America shall pay to Alumni Association the sum

of One Hundred Thousand Dollars (\$100,000) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Subsequent Advances until such time as all Subsequent Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Subsequent Advances to Alumni Association hereunder, and (y) Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Subsequent Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Subsequent Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to May 31, 2010;
- (ii) Alumni Association breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated alumni Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns and three (3) direct mail campaigns to the full updated alumni Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns and three (3) direct mail campaigns to the full updated student Mailing List during each consecutive twelve month period during the term of the Agreement;
- (vi) St. Cloud State University, or any organization affiliated with St. Cloud University, endorses, sponsors or markets a charge card or credit card product issued by any entity other than MBNA America; and
- (vii) MBNA is no longer the exclusive credit or charge card issuer on campus (excluding credit and charge card advertisements in the school newspaper, provided such advertisements do not suggest or imply the endorsement of Alumni Association).

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

8. Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Subsequent Advances) equal to or greater than Five Hundred Thousand Dollars (\$500,000) (the "Guarantee Amount") by the end of the full term subject to the provisions set forth below. If from the effective date of this Addendum up through and including May 31, 2010, Alumni Association has not accrued Five Hundred Thousand Dollars (\$500,000) in Royalties, MBNA America will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association from the effective date of this Addendum up through and including May 31, 2010, and all unrecouped Subsequent Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 6, above.

9. In addition to Alumni Association's obligations under the Agreement to exclusively endorse the Program, Alumni Association agrees that until August 31, 2009 it will not market, solicit proposals for programs

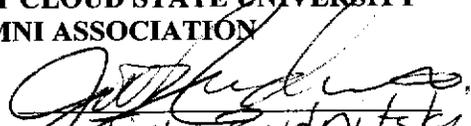
offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

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

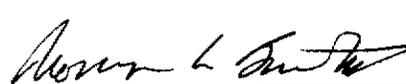
11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be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

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

**SAINT CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION**

By:   
Name: Jill Rudnitski  
VP, Univ Advancement  
Title: SCSU  
Date: 3-25-05

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

By:   
Name: Thomas W. Brooks  
Title: Senior EVP  
Date: 4/14/05

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each 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 greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
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)).

#### B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B 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. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (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)).

**ADDENDUM TO THE SAINT CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of January 2006 by and between Saint Cloud State University Alumni Association ("Alumni Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement dated June 20, 1995, as the same was amended by addendum dated January 27, 2000 (the "Agreement"); and

WHEREAS, Saint Cloud State University and MBNA America executed an addendum dated April 14, 2005 (the "2005 Addendum");

WHEREAS, Alumni Association and MBNA America mutually desire to: (i) extend the term of the Agreement (ii) modify the Agreement as provided for herein; and (iii) amend and restate the 2005 Addendum;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Alumni Association 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 June 30, 2010. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The Agreement is hereby amended by adding the following to the end of Section 1(c):

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.
4. Section 1 of the Agreement is hereby amended by adding the following new subsection (j):

(j) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
5. Schedule A of the Agreement is hereby amended by adding the following new Section B.

**B. REWARD ENHANCEMENT**

"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.
  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.
6. The provisions in Schedule B of the Agreement (as amended by the January 27, 2000 addendum) are hereby amended in their entirety as set forth on Attachment #1.

7. Within forty-five (45) days of each of: (i) the full execution of this Addendum; and (ii) each of June 1, 2006, June 1, 2007, June 1, 2008, and June 1, 2009, MBNA America shall pay to Alumni Association the sum of One Hundred Thousand Dollars (\$100,000) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Subsequent Advances until such time as all Subsequent Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Subsequent Advances to Alumni Association hereunder, and (y) Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Subsequent Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Subsequent Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to June 30, 2010;
- (ii) Alumni Association breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated alumni Mailing List during each consecutive twelvemonth period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns and three (3) direct mail campaigns to the full updated alumni Mailing List during each consecutive twelve-month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns and three (3) direct mail campaigns to the full updated student Mailing List during each consecutive twelve-month period during the term of the Agreement;
- (vi) Alumni Association, or any organization affiliated with Alumni Association, endorses, sponsors or markets a charge card or credit card product issued by any entity other than MBNA America; and
- (vii) MBNA is no longer the exclusive credit or charge card issuer on campus (excluding credit and charge card advertisements in the school newspaper, provided such advertisements do not suggest or imply the endorsement of Alumni Association).

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

9. Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Subsequent Advances) equal to or greater than Five Hundred Thousand Dollars (\$500,000) (the "Guarantee Amount") by the end of the full term subject to the provisions set forth below. If from the effective date of this Addendum up through and including June 30, 2010, Alumni Association has not accrued Five Hundred Thousand Dollars (\$500,000) in Royalties, MBNA America will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association from the effective date of this Addendum up through and including June 30, 2010, and all unrecouped Subsequent Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 6, above.

10. In addition to Alumni Association's obligations under the Agreement to exclusively endorse the Program, Alumni Association agrees that until August 31, 2009 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.

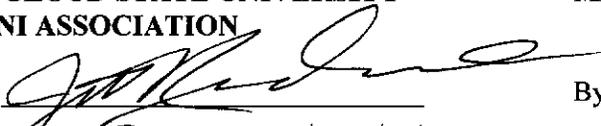
11. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Logos on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for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

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

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

**SAINT CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION**

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

By: 

By: 

Name: Jill Rudnitski

Name: Thomas W. Brodes

Title: VP (SCSU)

Title: Senior EVP

Date: 1-31-06

Date: 2/17/06

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each 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 greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
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)).

#### B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B 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. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (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)).

September 11, 2006

St. Cloud State University Alumni Association  
Alumni House  
720 South 4<sup>th</sup> Avenue  
St. Cloud, MN 56301

Attn: Kurt Stelten:

Re: Agreement (credit card affinity) dated June 20, 1995, as amended, between St. Cloud State University Alumni Association and FIA Card Services, N.A. f/k/a MBNA America Bank, N.A. (the "Agreement").

Dear Kurt:

By signing below, the parties to the Agreement declare that the Addendum dated March 25, 2005 between the parties is void and of no effect on the Agreement, and that the Addendum dated January 1, 2006 is correct and continues to be in full force and effect.

Respectfully,



Allen Wu  
Assistant Vice President

ACCEPTED AND AGREED TO:

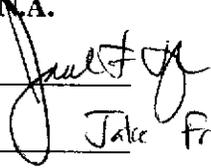
**ST. CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION**

BY: Kurt R. Stelten

NAME: Kurt R. Stelten

TITLE: Director, Alumni Relations

**FIA CARD SERVICES, N.A.,  
f/k/a MBNA AMERICA BANK, N.A.**

BY: Allen Wu 

NAME: Allen Wu Jake Frego

TITLE: Assistant Vice President SVP 10/13/06

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each 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 greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
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)).

#### B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B 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. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (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)).

**ADDENDUM  
TO THE SAINT CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION  
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of October, 2009 (the "Addendum Effective Date") by and between Saint Cloud State University Alumni Association ("SCSUAA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, SCSUAA and Bank are parties to an affinity agreement entered into as of June 20, 1995, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of SCSUAA; and

WHEREAS, SCSUAA and Bank mutually desire to amend the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by deleting subsection (f) in its entirety.
3. Section 1 of the Agreement is hereby amended by adding the following new definitions:

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

"Member" means: (i) an undergraduate or graduate student of Saint Cloud State University (each, a "Student Member"); and (ii) alumni of Saint Cloud State University, a member of the alumni association, friends, faculty and staff of Saint Cloud State University, fans ticket holders, donors and contributors of any Saint Cloud State University athletic team or athletic department and/or other potential participants mutually agreed to by SCSUAA and Bank (each, an "Alumni Member").

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

4. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to SCSUAA for Student Credit Card Accounts.
5. As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names and addresses of students of Saint Cloud State University.
6. Section 5 of the Agreement is hereby amended by adding the following new paragraph:

**"If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify SCSUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after SCSUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to SCSUAA, upon ninety (90) days advance written notice."**
7. Section 11 of the Agreement is hereby amended to: (i) delete subsection (d) in its entirety; and (ii) include the following new subsections (d) and (e):

**"(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by SCSUAA or any SCSUAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, SCSUAA will allow Bank to continue to use the SCSUAA Trademarks on, and will not attempt to cause the removal of SCSUAA Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.**

**(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify SCSUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after SCSUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to SCSUAA, upon ninety (90) days advance written notice."**
8. Section 12(f)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

**"(ii) If to Bank:**

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

9. Schedule A of the Agreement is hereby deleted in its entirety.
9. Schedule B of the Agreement is hereby amended by deleting Section A.3. in its entirety.
10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.
11. 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 Bank's affiliates.

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

**SAINT CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION**

**FIA CARD SERVICES, N.A.**

By: *Kristy Madson Wilk*

By: *Michael L. Parsons Jr*

Name: *Kristy Madson Wilk*

Name: *Michael L. Parsons Jr*

Title: *Director of Alumni Relations*

Title: *SVP*

Date: *11/3/2009*

Date: *11-16-2009*

## **FIA CARD SERVICES®**

Via Overnight Delivery

September 9, 2010

Ms. Terri Mische  
Director of Constituent Engagement  
St. Cloud State University Alumni Association  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498

**RE: The Agreement by and between St. Cloud State University Alumni Association ("SCSUAA") and FIA Card Services, N.A. ("BANK"), entered into as of June 20, 1995, as the same has been amended (the "Agreement").**

Dear Ms. Mische:

By letter dated March 30, 2010, BANK notified SCSUAA of its intention not to renew the Agreement (the "Termination Notice"). Subsequent to the Termination Notice, the parties have mutually decided to extend the Agreement until October 31, 2010 (the "End Date"), to provide for additional time for SCSUAA and BANK to negotiate the terms of a renewal amendment. Thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term. Upon the full execution and delivery of this letter, the Termination Notice is rescinded.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

Sections 11(c) and 11(d) of the Agreement are hereby deleted in their entireties and replaced with the following:

- “(c) Upon the expiration or earlier termination of this Agreement, BANK will, except as set forth in Section 11(d) of this Agreement, cease to use the Logos for Program marketing purposes, provided that BANK may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, BANK will not claim any right, title, or interest in or to the Logos or to the Mailing Lists.
- (d) BANK will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by SCSUAA or any SCSUAA affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, BANK will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend

marketing and remove marketing materials from BANK's marketing channels; (ii) use Logos in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Logos from Program collateral and account materials, such as statements, welcome packages, and card carriers. SCSUAA shall not attempt to cause the removal of Logos from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and BANK shall have the right to use Logos on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

This letter shall bind and inure to the benefit of the successors and assigns of the parties. This letter shall govern any inconsistencies between this letter and the Agreement. This letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this letter is deemed to be invalid, the balance of the letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at (330) 348-0382.

Sincerely,



Jared D. Grundish  
AVP

ACCEPTED AND AGREED TO:

ST. CLOUD STATE UNIVERSITY  
ALUMNI ASSOCIATION

By: Paula Foley

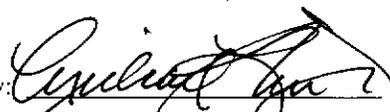
Name: Paula Foley

Title: Association President

Date: 9-11-10

ACCEPTED AND AGREED TO:

FIA CARD SERVICES, N.A.

By: 

Name: Michael E. Anderson, Jr.

Title: SVP

Date: 11.8.2010

cc: Robert J. Dinndorf – Executive Director

**ST. CLOUD STATE UNIVERSITY ALUMNI ASSOCIATION  
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Agreement is entered into as of this 1<sup>st</sup> day of February, 2011 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and St. Cloud State University Alumni Association, a 501(c)(3) corporation having its principal place of business at 720 4<sup>th</sup> Avenue South, Saint Cloud, Minnesota, 56301 ("St. Cloud"), for themselves and their respective successors and assigns.

WHEREAS, St. Cloud and Bank were parties to that certain Agreement dated as of June 20, 1995, as the same was amended ("Original Agreement"), wherein Bank provided certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of St. Cloud;

WHEREAS, St. Cloud and Bank mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

**"Affiliate"** means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

**"Agreement"** means this affinity agreement and Schedules A and B.

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

**"Credit Card Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application

**“Customer”** means any Member who is a participant in the Program.

**“Emerging Account”** means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**“Emerging GIP Account”** means an Emerging Account opened pursuant to a GIP in which St. Cloud complies with the GIP provisions of this Agreement.

**“Financial Service Product** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product, and any other financial service programs or products.

**“GIP Account”** means a Credit Card Account opened pursuant to a GIP in which St. Cloud complies with the GIP provisions of this Agreement.

**“Group Incentive Program”** or **“GIP”** means any marketing or other program whereby St. Cloud conducts and funds solicitation efforts for the Program and the parties mutually agree that such marketing or other program shall constitute a GIP.

**“Information”** has the meaning ascribed to such word in Section 7.

**“Marketing List”** means an updated and current list (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 years of age, segmented by zip codes or other mutually selected membership characteristics. Marketing Lists will not contain the names and addresses of students of St. Cloud State University.

**“Member”** means (i) an undergraduate or graduate student of St. Cloud State University; (ii) a member of St. Cloud; (iii) alumni of Saint Cloud State University; (iv) friends, faculty and staff of Saint Cloud State University; and (iv) other potential participants mutually agreed to by St. Cloud and Bank.

**“Program”** means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

**“Program Trademarks”** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a St. Cloud Trademark, with or without other elements.

**“Reward Account”** means a Credit Card Account carrying a Reward Enhancement.

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

**“Reward GIP Account”** means a Reward Account opened pursuant to a GIP in which St. Cloud complies with the GIP provisions of the Agreement.

**“Royalties”** means the compensation set forth in Schedule A.

**“St. Cloud Affiliate”** means any Affiliate of St. Cloud.

**“St. Cloud Trademarks”** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by St. Cloud or any St. Cloud Affiliate prior to or during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ST. CLOUD

- (a) St. Cloud agrees that during the term of this Agreement it will endorse the Program exclusively and that neither St. Cloud nor any St. Cloud Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the St. Cloud 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. In addition, if St. Cloud or any St. Cloud Affiliate sells any product or service, in connection with such sales, St. Cloud shall not, and shall cause St. Cloud Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, St. Cloud may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by St. Cloud of said financial institution or advertising for a Financial Service Product.
- (b) St. Cloud agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) St. Cloud authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. Notwithstanding the foregoing, Bank shall not target market St. Cloud students for participation in the Program during the term. However, nothing contained herein shall prohibit or prevent Bank from fulfilling a request for a Financial Service Product offered under the Program that is initiated by a student or member of the general public.

- (d) St. Cloud will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a St. Cloud Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the St. Cloud Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due St. Cloud. In the event such costs exceed Royalties then due St. Cloud, if requested by Bank, St. Cloud will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, St. Cloud will provide Bank with the Marketing List free of any charge; provided, however, that St. Cloud will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that St. Cloud not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by St. Cloud or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due St. Cloud. St. Cloud will provide the first Marketing List, containing the required information for at least fifty-four thousand (54,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after St. Cloud's execution of this Agreement.
- (f) St. Cloud will, and will cause any St. Cloud 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 St. Cloud. Notwithstanding the above, St. Cloud 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 St. Cloud. Any correspondence received by St. Cloud that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by St. Cloud will be paid by Bank.
- (g) St. Cloud hereby grants Bank and its Affiliates a limited, exclusive license to use the St. Cloud Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the St. Cloud Trademarks, notwithstanding the transfer of such St. Cloud Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. St. Cloud will provide Bank all St. Cloud 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 St. Cloud's execution of this Agreement. Nothing stated in this Agreement prohibits St. Cloud from granting to other persons a license to use the St. Cloud Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a St. Cloud Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). St. Cloud may not use any Program Trademark, except to promote the

Program or any goods or services offered by Bank through the Program. St. Cloud shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any St. Cloud Trademark. Bank may use Program Trademarks that contain St. Cloud Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

- (i) St. Cloud will permit Bank, at no cost to Bank, to advertise the Program on St. Cloud's home page and at other prominent locations within the internet site(s) of St. Cloud. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle St. Cloud to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. St. Cloud will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, St. Cloud will provide Bank with the ability to access any and all pages within the St. Cloud internet site(s), including without limitation any "members only" or other restricted access pages.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of St. Cloud.
- (c) Bank will bear all costs of producing and mailing materials for the Program, except for materials used in any GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of St. Cloud.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of St. Cloud. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will 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 St. Cloud.
- (f) Subject to applicable law and regulation, Bank has the right to place St. Cloud Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment

for the solicitation of Credit Card Account applications. St. Cloud will have approval of the use and appearance of the St. Cloud Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of St. Cloud or a St. Cloud Affiliate for such gifts or premiums. St. Cloud waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.

4. REPRESENTATIONS AND WARRANTIES

- (a) St. Cloud and Bank each represents and warrants to the other party 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) St. Cloud 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 St. Cloud Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. St. Cloud will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the St. Cloud Trademarks license granted herein or from Bank's use of the St. Cloud Trademarks in reliance thereon, or from the use of any

Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any St. Cloud Trademarks or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to St. Cloud. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due, along with the delivery of Bank's Royalty report, will be made approximately forty-five (45) days after the end of each calendar quarter.

St. Cloud and Bank mutually agree that as of the Effective Date and for the current term and any renewal term of the Agreement, Bank will not pay Royalties to St. Cloud for any Student Credit Card Accounts, new or existing as of the Effective Date; however, pursuant to the trademark license granted by St. Cloud to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

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

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

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 St. Cloud will be permitted to

disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on January 31, 2014. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 St. Cloud, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or St. Cloud 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the St. Cloud Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the St. Cloud Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be

communicated by St. Cloud or any St. Cloud Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use St. Cloud Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove St. Cloud Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. St. Cloud shall not attempt to cause the removal of St. Cloud Trademarks from any person's credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use St. Cloud Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.

- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify St. Cloud in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after St. Cloud's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to St. Cloud, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, St. Cloud agrees that neither St. Cloud nor any St. Cloud Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, St. Cloud may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by St. Cloud, 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 that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

#### 11. GROUP INCENTIVE PROGRAM

- (a) St. Cloud will design all advertising, solicitation and promotional material with regard to any GIP. St. Cloud will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle St. Cloud to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by St. Cloud as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.

- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by St. Cloud pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. St. Cloud will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of St. Cloud pursuant to any GIP will be promptly reimbursed by St. Cloud upon demand.
- (e) St. Cloud will make all reasonably requested changes to materials to obtain Bank's consent and St. Cloud will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

## 12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to St. Cloud:

St. Cloud State University Alumni Association  
Alumni House

720 4<sup>th</sup> Avenue South  
Saint Cloud, Minnesota 56301

ATTENTION: Ms. Terri Mische  
Assistant Director of Constituent Engagement

Fax #: (320) 308-5281

(2) If to Bank:

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(3) Any party may change the address and fax number 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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, St. Cloud 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 St. Cloud. 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 St. Cloud are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than St. Cloud and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) St. Cloud recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, St. Cloud agrees that it will not conduct

itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that St. Cloud does not so conduct itself, Bank may terminate this Agreement, effective immediately.

- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (n) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

**St. Cloud State University  
Alumni Association**

**FIA Card Services, N.A.**

By: Paula Foley

By: [Signature]

Name: Paula Foley

Name: Kristen Hawea-Suit

Title: Principal

Title: SVP

Date: 1-31-11

Date: 2-16-11

## SCHEDULE A

### ROYALTY ARRANGEMENT

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

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each 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 Credit Card Account that: 1) has a balance greater than zero as of the last processing 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 (12) months.
3. 0.35 % (thirty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a 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. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### B. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.15 % (fifteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$100.00 (one hundred 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. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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 Emerging 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 Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$10.00 (ten dollars) for each Emerging 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 Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.