

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Agreement is entered into as of this 23rd day of January, 1997 (the "Effective Date") by and among MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), UNIVERSITY OF WISCONSIN - LA CROSSE ALUMNI ASSOCIATION, having its principal place of business in La Crosse, Wisconsin ("Association"), and UNIVERSITY OF WISCONSIN - LA CROSSE FOUNDATION, having its principal place of business in La Crosse, Wisconsin ("Foundation"), for themselves, and their respective successors and assigns.


WHEREAS, Association and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement last dated April 2, 1991, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Association; and

WHEREAS, Association and MBNA America mutually desire to include Foundation as a party to this Agreement and to amend and restate the Original Agreement, and Foundation intends to be bound by the provisions of this Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and *John*  *John*
- (b) "Alumni Member" means a member, other than a Student Member, of Association and/or Foundation.
- (c) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts of MBNA America made pursuant to the Program. A "Platinum Account" is a Credit Card Account which is a Platinum Plus MasterCard or Visa account, but for which the frequent travel reward or enhancement known as "Plus Miles" has not been accepted. A "Plus Miles Account" is a Credit Card Account which is a Platinum Plus MasterCard or Visa account and for which Plus Miles has been accepted by the Customer. A "Student Account" is a Credit Card Account (other than a Platinum Account) without the Plus Miles enhancement, where the primary applicant is a Student Customer.
- (d) "Customer" means any Member who is a participant in the Program. A "Student Customer" means a Customer who is correctly identified by Foundation, Association or the Customer as a Student Member. An "Alumni Customer" means a Customer who is correctly identified by Foundation, Association or the Customer as an Alumni Member.

- (e) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs.
- (f) "Group Incentive Program " or "GIP" means any marketing or other program whereby Association and Foundation conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (g) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which Association and Foundation complies with the GIP provisions of this Agreement.
- (h) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (i) "Member" means Student Members and Alumni Members and/or other potential participants mutually agreed to by Association, Foundation, and MBNA America.
- (j) "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.
- (k) "Royalties" means the compensation set forth in Schedule B.
- (l) "Student Member" means an undergraduate member of Association and/or Foundation.
- (m) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Association during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ASSOCIATION AND FOUNDATION

- (a) Association and Foundation, individually and collectively, agree that during the term of this Agreement: (i) each will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) each will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and each will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of their mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Association and/or Foundation may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Association and/or Foundation of said financial institution or the advertised Financial Service Product.
- (b) Association and Foundation, individually and collectively, agree to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) Association and Foundation, individually and collectively, authorize MBNA America to solicit their Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

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

(e) Upon the request of MBNA America, Foundation shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by Foundation or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Foundation. The initial Mailing List shall contain at least thirty-seven thousand (37,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) Association and Foundation, individually and collectively, shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Association or Foundation. Notwithstanding the above, Association and Foundation, individually and collectively, 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. Any correspondence received by Association or Foundation that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

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

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(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 Association and/or Foundation.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Foundation. 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 shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Foundation.

4. REPRESENTATIONS AND WARRANTIES

(a) Association, Foundation, and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Association represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. Association will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Foundation. Association acknowledges that no Royalties are due it pursuant to this Agreement. *OK* Royalties will *not be paid without a completed Schedule C.* Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to another party (the "Receiving 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 the Receiving Party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America, Association, and Foundation shall each be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless any 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. Notwithstanding the foregoing, neither the Association nor the Foundation may give notice of its intention not to renew, in the event MBNA America has not recouped the Advance pursuant to Section F of Schedule B. If MBNA America is giving notice of its intention not to renew, the Foundation and the Association shall be able to retain the portion of the Advance that remains unrecouped as of the date of termination, if any.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by (i) MBNA America or (ii) Association and Foundation, individually or collectively, the other party (or parties, as the case may be) may terminate this Agreement by giving notice, as provided herein, to the breaching party (or parties). This notice shall (i) describe the material breach; and (ii) state the party's (or parties') intention to terminate this Agreement. If the breaching party (or parties) 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 MBNA America becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then any other party may immediately terminate this Agreement. If either Association or Foundation (or both) becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to bankruptcy, receivership, conservatorship or liquidation then MBNA America alone may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

11. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), and 10(d) shall survive any termination of this Agreement.

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

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

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

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

(1) If to Association and/or Foundation:

University of Wisconsin - La Crosse Alumni Association
1725 State Street
La Crosse, Wisconsin 54601

ATTENTION: Ms. Cheryl Hancock
Director of Annual Giving

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Wilmington, Delaware 19884

ATTENTION: Division Manager,
Group Administration/Sales

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 Association are not agents, representatives or employees of each other and no party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement. MBNA America and Foundation are not agents, representatives or employees of each other and no 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 Association, Foundation, and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) No party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

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

12. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Association and Foundation, individually or collectively, pursuant to any GIP. In that regard, Association and/or Foundation shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Foundation to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by Association and Foundation, individually or collectively, for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by Association or Foundation, individually or collectively, pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Association and Foundation, individually or collectively, pursuant to any GIP shall be deducted from any or all Royalty payments due Foundation under this Agreement.

(e) Association and Foundation, individually and collectively, shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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

UNIVERSITY OF WISCONSIN -
LA CROSSE ALUMNI ASSOCIATION

By: *Louis M. Markwith*

Name: Louis M. Markwith

Title: Director

UNIVERSITY OF WISCONSIN -
LA CROSSE FOUNDATION

By: *Louis M. Markwith*

Name: Louis M. Markwith

Title: President

MBNA AMERICA BANK, N.A.

By: *Howard C. Wallace*

Name: HOWARD C. WALLACE

Title: **SENIOR EXECUTIVE
VICE PRESIDENT**

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. ALUMNI CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Credit Card Accounts other than Platinum Accounts and Student Accounts will be a variable rate of prime plus 8.9%. For Platinum Accounts, the current annual percentage rate will be a variable rate of prime plus 8.4%.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. PLUS MILES ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) yearly enrollment charge for the optional Plus Miles enhancement.
2. The current annual percentage rate will be a variable rate of prime plus 8.4%.
3. Customers may be able to select credit insurance as a benefit under the Program.

C. STUDENT ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate will be a variable rate of prime plus 9.9%.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

D. GOLD RESERVE ACCOUNTS

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

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

E. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Foundation 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 sixty (60) consecutive days. This Royalty will not be paid a second time for any Credit Card Account which, after opening, converts to any different form of Credit Card Account, *e.g.*, Platinum Account to Plus Miles Account.
2. \$1.00 (one dollar) for each Credit Card Account (other than Plus Miles Accounts) 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 (other than Plus Miles Accounts) 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 (or, if such Credit Card Account is a conversion from a pre-established Credit Card Account, then the compensation month shall be the month in which such original Credit Card Account was opened); and 2) has had active charging privileges for each of the preceding twelve months.
3. \$15.00 (fifteen dollars) for each Plus Miles Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Account may renew every twelve (12) months after the opening of the account.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (other than a Plus Miles Account or Student Account) (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

2. \$10.00 for each Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. ROYALTY ADVANCE

Upon full execution of this Agreement, MBNA America shall pay to Foundation the sum of one hundred thousand dollars (\$100,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Foundation, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to Foundation as set forth in this Agreement. Notwithstanding the foregoing, Association and Foundation, jointly and severally, hereby promise to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) Association and/or Foundation breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited from conducting at least two (2) direct mail campaigns to all the Alumni Members during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited from conducting at least one (1) telemarketing campaign to all the Alumni Members during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting at least two (2) direct mail campaigns to all the Student Members during each consecutive twelve month period during the term of the Agreement; and
- (vi) MBNA America is prohibited from conducting at least two (2) telemarketing campaigns to all the Student Members during each consecutive twelve month period during the term of the Agreement.

**ADDENDUM TO THE UNIVERSITY OF WISCONSIN-LA CROSSE
ALUMNI ASSOCIATION AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 18 day of May, 2001, among University of Wisconsin-La Crosse Alumni Association ("Association"), University of Wisconsin-La Crosse Foundation ("Foundation") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association, Foundation and MBNA America are parties to an amended and restated affinity agreement dated January 23, 1997, as the same may have been amended (the "Agreement"); and

WHEREAS, Association, Foundation and MBNA America mutually desire that Foundation no longer be included as a party to this Agreement;

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association, Foundation 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. Association, Foundation and MBNA America hereby agree that Foundation is no longer a party to the Agreement and is no longer bound by the provisions of the Agreement, other than those provisions that survive termination.
3. Deleting all reference to "Foundation" and replacing this with "Association" hereby amends Section 2(e), Section 3(e), Section 5(a), Section 5(b) and Schedule B of the Agreement.
4. Section 8 of the Agreement is hereby amended by deleting "December 31, 2001" and replacing this with "December 31, 2006."
5. Replacing "Foundation" with "Association" in the last sentence of Section 12(a) hereby amends the Agreement.
6. In addition to Association's obligations under the Agreement to exclusively endorse the Program, Association agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America. The Foundation is free to enter into agreements with others regarding Financial Service Products.
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

UNIVERSITY OF WISCONSIN-LA CROSSE
ALUMNI ASSOCIATION

By: *Janie Spencer*
Name: Janie Spencer
Title: Executive Director
Date: 5-18-01

MBNA AMERICA BANK, N.A.

By: *Michael Duvroth*
Name: Michael Duvroth
Title: Senior Executive Vice President
Date: June 13, 2001

UNIVERSITY OF WISCONSIN-LA CROSSE
FOUNDATION

By: *Allen T. Trapp*
Name: Allen T. Trapp
Interim Assistant Chancellor
Title: Vice President, UW-L Foundation
Date: 5-18-01

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 7 day of Sept., 2006 by and between University of Wisconsin-La Crosse Alumni Association ("Association"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank are parties to an Amended and Restated Affinity Agreement dated as of January 23rd, 1997, 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 Association; and

WHEREAS, Association and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association 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. The current term of the Agreement is hereby extended to end on July 30, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. 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. During the term of the Agreement, Association will receive the royalties set forth on Attachment #1, attached hereto and incorporated herein by reference, for the Credit Card Accounts, Reward Credit Card Accounts, Advance, and Guarantee. Credit Card Accounts, Reward Credit Card Accounts, Advance, and Guarantee shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

**UNIVERSITY OF WISCONSIN - LA CROSSE
ALUMNI ASSOCIATION**

By: *Janie Spencer*
Name: *Janie Spencer*
Title: *Executive Director*
Date: *9/7/06*

FIA CARD SERVICES, N.A.

By: *Sandra Wirt*
Name: *SANDRA WIRT*
Title: *SVP*
Date: *9/28/06*

ATTACHMENT #1

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20 % (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. ROYALTY ADVANCES

1. Upon full execution of this Agreement, Bank shall pay to Association the sum of one hundred seventy-eight thousand dollars (\$178,000) and upon each annual anniversary of the Effective Date of this Agreement in 2007, 2008, 2009 and 2010 Bank shall pay to Association the sum of sixty-six thousand seven hundred fifty dollars (\$66,750) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Association hereunder, and (y) Association hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) and (ii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date; and
- (ii) Association breaches any of its obligations under this Agreement.

D. ROYALTY GUARANTEE

Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than four hundred forty-five thousand dollars (\$445,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Association has not accrued \$445,000 in Royalties, Bank will pay Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Association during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection C.1., above.

**EMERGING CREDIT ADDENDUM TO THE
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 17 day of MARCH, 2008 (the "Addendum Effective Date") by and between University of Wisconsin-La Crosse Alumni Association ("Association") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank are parties to an Amended and Restated Affinity Agreement dated as of January 23, 1997, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of Association; and

WHEREAS, Association and Bank desire to amend the Agreement to include the emerging credit program as another aspect of Association's Program under the Agreement and to otherwise amend the Agreement as provided for herein.

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.

2. Section 1 of the Agreement is hereby amended by adding the following 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 or (iv) judicial or administrative interpretations of any of the foregoing.

"**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 Association complies with the GIP provisions of this Agreement.

3. A new Section E shall be added to Attachment #1 of the Term Extension Addendum dated September 7, 2006 as follows:

"E. 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 has had active charging privileges for each of the preceding twelve (12) months.
 3. 0.20% (twenty 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 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."
4. Section 5 of the Agreement is hereby amended by adding the following as a new subsection (c):
- "(c) 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 Addendum 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 Association 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 Association'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 Association upon ninety (90) days advance written notice."
5. Section 10 of the Agreement is hereby amended by adding the following as a new subsection (e):
- "(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 Association in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after Association'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 Association, upon ninety (90) days advance written notice."
6. Section 11(f)(2) of the Agreement is hereby amended to read in its entirety as follows:

"(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"

7. 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. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

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

IN WITNESS WHEREOF, each party hereto, by its representative, has 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.

UNIVERSITY OF WISCONSIN-LA CROSSE
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Jane M. Spencer
Name: JANE M. SPENCER
Title: EXECUTIVE DIRECTOR
Date: 3/17/09

By: Sandra Wirt
Name: SANDEA WIRT
Title: SVP
Date: 3/1/09

UNIVERSITY of WISCONSIN
LA CROSSE

FAHLL

ALUMNI ASSOCIATION

February 28, 2011

Clare Webb
Bank of America
1100 North King Street
Wilmington, DE 19884
866.887.3259

RE: Bank of America Contract including all amendments and addendums

Dear Clare:

The University of Wisconsin-La Crosse Alumni Association (UWLAA), in accordance with the above mentioned contract and specifically with regards to the Term Extension Addendum dated September 7, 2006, does hereby provide official notice to the Bank of America of its intention to terminate the contract as provided by the terms of paragraph 2 of the Term Extension Addendum.

Please accept this letter from the UWLAA as the official and final notice of our intent to terminate the current contract with all amendments and addendums effective at the expiration date of the contract July 30, 2011. Although we found this to be a very difficult decision, we believe this decision is mutually beneficial to both parties.

We have enjoyed our relationship with the Bank of America since 1991 and would like to take this opportunity to thank you for your support of the UWLAA. Through this partnership, the UWLAA was able to provide countless programs for current students and alumni.

Sincerely,


Janie Spencer, '85 & '86
Executive Director

University of Wisconsin-La Crosse Alumni Association



For you. For La Crosse. For a lifetime.

Clarey Alumni & Friends Center
615 East Avenue North, La Crosse, WI 54601
Phone: 608.785.8489, Toll free: 877.UWL.ALUM, Fax: 608.785.6868
alumni@uwlax.edu • www.uwlaxalumni.org

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