

**MINNESOTA STATE UNIVERSITY, MANKATO FOUNDATION INC.
AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of December 2006 (the "Effective Date") by and between FIA Card Services, N.A f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("BANK"), and Minnesota State University, Mankato Foundation, Inc., an educational foundation having its principal place of business at 1536 Warren Street, Mankato, Minnesota 56001 ("MSUF"), for themselves, and their respective successors and assigns.

WHEREAS, MSUF and BANK are parties to that certain Agreement dated October 23, 1996, as the same has been amended ("Original Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of MSUF; and,

WHEREAS, MSUF and BANK mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSUF 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:

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

"**Credit Card Account**" means a credit card account opened in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Minnesota State University, Mankato alumnus. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Minnesota State University, Mankato student .

"**Customer**" means any Minnesota State University, Mankato alumnus, or other mutually agreed upon participant supporting the Program.

"**Eligible Royalties**" means all Royalties that accrue and are payable under Schedule A with the exception of those Royalties that accrue and are payable pursuant to Section A.4 and Section B.4 of Schedule A.

"**Financial Service Product**" means any MSUF credit card program, charge card program, debit card program, installment loan program, revolving loan program, and travel and entertainment card program. This definition shall not include the student debit

card program between MSUF and TCF National Bank, as the same is currently structured and delineated as of the date of this Agreement.

"GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which MSUF complies with the GIP provisions of this Agreement.

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

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

"Group Incentive Program" or **"GIP"** means any marketing or other program whereby MSUF conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program will constitute a GIP.

"Information" has the meaning ascribed to such word in Section 7.

"Mailing List" means an updated and current list and/or magnetic tape (in a format designated by BANK) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or reasonably selected membership characteristics. No student names will be on the list.

"Member" means a member of Minnesota State University alumni and/or other potential participants mutually agreed to by MSUF and BANK.

"MSUF Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with MSUF.

"Program" means those programs and services of the Financial Service Products BANK agrees to offer pursuant to this Agreement to the Members from time to time.

"Reward Credit Card Account" means a consumer Credit Card Account other than a Reward Student Customer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the frequent travel reward consumer Credit Card Account enhancement as provided through BANK and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (*e.g.*, **World Points**), as determined by BANK from time to time, in its sole discretion.

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

"Reward Student Customer Credit Card Account" means a Student Customer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Royalties" means the compensation set forth in Schedule A.

"Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by MSUF or any MSUF Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF MSUF

- (a) MSUF agrees that during the term of this Agreement it will endorse the Program exclusively and that MSUF will not, 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 organization other than BANK; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than BANK; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than BANK. Notwithstanding anything else in this Agreement to the contrary, MSUF may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by MSUF of said financial institution or advertising for a Financial Service Product.
- (b) MSUF agrees to provide BANK with such information and assistance as may be reasonably requested by BANK in connection with the Program .
- (c) MSUF authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.
- (d) MSUF will have the right of prior approval of all Program advertising and solicitation materials to be used by BANK, which contain a Trademark; such approval will not be unreasonably withheld or delayed. In the event that BANK incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), BANK may deduct such costs from Royalties due MSUF. In the event such costs exceed Royalties then due MSUF, MSUF will promptly reimburse BANK for all such costs.
- (e) Within thirty days following the request of BANK, MSUF will provide BANK with the Mailing List free of any charge; provided, however, that MSUF will not include in any

Mailing List the name and/or related information regarding any person who has expressly requested that MSUF not provide his/her personal information to third parties. In the event that BANK incurs a cost because of a charge assessed by MSUF or its agents for an initial Mailing List or an update to that list, BANK may deduct such costs from Royalties due MSUF. MSUF will provide the first Mailing List, containing at least one hundred and four thousand (104,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty days after MSUF's execution of this Agreement.

- (f) MSUF will 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 MSUF. Notwithstanding the above, MSUF 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 MSUF. Any correspondence received by MSUF that is intended for BANK (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the BANK account executive.
- (g) MSUF grants BANK and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the MSUF Program, including the promotion thereof. This license will be transferred upon assignment of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. MSUF will provide BANK all Trademark production materials (e.g., camera ready art) required by BANK for the Program, as soon as possible but no later than thirty days after MSUF's execution of this Agreement. Nothing stated in this Agreement prohibits MSUF 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 BANK

- (a) BANK will design, develop, maintain, and administer the Program for the Members.
- (b) BANK will design advertising, solicitation, and promotional materials with regard to the Program. BANK reserves the right of prior written approval of advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of MSUF.
- (c) BANK will bear costs of producing and mailing materials for the Program.
- (d) BANK will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of MSUF.
- (e) BANK will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not permit those entities handling these Mailing Lists to use

them for any other purpose. BANK will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and will remain the sole property of MSUF. However, BANK may maintain separately 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 own 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 MSUF.

4. REPRESENTATIONS AND WARRANTIES

(a) MSUF and BANK each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

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

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

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

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

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

(b) MSUF represents and warrants to BANK as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to BANK for use as contemplated by this Agreement, and to provide the Mailing List(s) to BANK for the promotion of the Program. MSUF will hold BANK, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse BANK's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from BANK's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by BANK for the promotion of the Program. Each party will 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, BANK will pay Royalties to MSUF. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.
- (b) On or before the forty-fifth day after the end of each calendar quarter during the term of this Agreement, BANK will provide MSUF with a statement showing : the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

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

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 MSUF will 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 requested 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, 2011. If mutually agreed upon by the parties prior to June 1, 2011, the initial term may be extended for an additional two (2) years.

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 MSUF, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty days after the Cure Period.
- (b) If either BANK or MSUF 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, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. BANK agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, BANK may conclude all solicitation that is required by law.
- (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 MSUF or any MSUF Affiliate to the Members. Such approval will be provided within seven business days. Upon the expiration or earlier termination of this Agreement, MSUF will not attempt to cause the removal of MSUF's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of expiration or earlier termination of this Agreement.
- (e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then BANK will have the right to terminate this Agreement upon ninety days advance written notice. Such written notice will include an explanation and evidence of the burden imposed as a result of such change.
- (f) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, MSUF agrees that neither MSUF nor any MSUF Affiliate will, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, MSUF may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by MSUF provided the opportunity is not only made available to such persons but rather as a part of a general

solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of BANK, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) 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 will for any reason be 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.
- (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 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to MSUF:

Minnesota State University, Mankato Foundation, Inc.
1536 Warren Street
Mankato, Minnesota 56001

ATTENTION: Cynthia Bemis Abrams
Director, Alumni Relations

Fax #: (507) 389-1899

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

FIA Card Services, N. A.
1100 North King Street

Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-0469

(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. Without the prior written consent of BANK, which will not be unreasonably withheld, MSUF 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 MSUF. 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 MSUF 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 MSUF and BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party will be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.
- (k) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12. GROUP INCENTIVE PROGRAM

- (a) BANK will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by MSUF pursuant to any GIP. In that regard, MSUF will give BANK sixty days prior notice of its desire to

engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle MSUF to the Royalty 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 MSUF as instructed by BANK for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will not be considered eligible for any of the GIP Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, BANK will have the right of prior approval of all advertising and solicitation materials distributed by MSUF pursuant to any GIP. BANK will have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by BANK in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of MSUF pursuant to any GIP will be deducted from any or all Royalty payments due MSUF under this Agreement.
- (e) MSUF will comply with BANK'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.

Minnesota State University,
Mankato Foundation, Inc.

By: David K. Williams

Name: DAVID K. WILLIAMS

Title: Assistant Secretary

Date: December 21, 2006

FIA Card Services, N.A.

By: Jane Prego

Name: Jane Prego

Title: SVP

Date: 3/8/07

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, BANK will pay MSUF a Royalty calculated as follows, for those accounts with active charging privileges. BANK may create a special class of consumer accounts for MSUF 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 consecutive days and which is utilized by the Customer within the first ninety 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 a consumer Credit Card Account other than a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by a Customer using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$75.00 (seventy-five dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the

Customer within the first ninety 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 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 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 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. 0.16% (sixteen basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Student Customer 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)).
5. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not

subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

E. ROYALTY ADVANCES

1. Within approximately forty-five (45) days after full execution of this Agreement, Bank shall pay MSUF, as an advance against future Royalties, the sum of seventy-five thousand dollars (\$75,000) (an "Advance"). Within approximately thirty (30) days of each annual consecutive anniversary thereafter, during the

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UP TO AND INCLUDING,
DECEMBER 1, 2010,

INITIAL: *DKW JSS*

initial term of this Agreement, Bank shall pay to MSUF the sum of seventy-five thousand dollars (\$75,000) (each, as an "Advance"), against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to MSUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to MSUF as set forth in this Agreement. Notwithstanding the foregoing, (i) Bank shall no longer be obligated to pay any additional Advances to MSUF hereunder, and (ii) MSUF hereby promises to pay MBNA America 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 Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) MSUF breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited by MSUF or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement;
- (iv) MBNA America is prohibited by MSUF or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement;
- (v) MBNA America is prohibited by MSUF from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.
- (vi) Prominent Internet banner promotion offering the card on MSUF web site.

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

F. ROYALTY GUARANTEE

MSUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than three hundred seventy-five thousand dollars (\$375,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement. If, on the last day of the full initial term of this Agreement MSUF has not accrued three hundred seventy-five thousand dollars (\$375,000) in Royalties, MBNA America will pay MSUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by MSUF 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 Subsection E.1, above.

ADDENDUM
TO THE MINNESOTA STATE UNIVERSITY, MANKATO FOUNDATION, INC.
AMENDED AND RESTATED AFFINITY AGREEMENT

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

WHEREAS, MSUF and Bank are parties to an Amended and Restated Affinity Agreement dated as of December 1, 2006, as the same may have 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 MSUF; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, MSUF 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 definitions for the following terms in their entireties:

- (i) Credit Card Account,
- (ii) Gold Option Account,
- (iii) Gold Reserve Account,
- (iv) Mailing List,
- (v) Member,
- (vi) Reward Credit Card Account, and
- (vii) Reward Student Customer Credit Card Account.

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.

"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. An **“Alumni Credit Card Account”** is a Credit Card Account opened through an application other than a student application.

“Mailing 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 Alumni Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

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

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

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 MSUF for Student Credit Card Accounts.

5. Section 5 of the Agreement is hereby amended by adding a new subsection (c) as follows:

“(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 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 MSUF 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 MSUF’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 MSUF, upon ninety (90) days advance written notice.”

6. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(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 MSUF in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after MSUF’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 MSUF, upon ninety (90) days advance written notice.”

7. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(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”

8. Schedule A of the Agreement is hereby amended by deleting in their entireties; subsection A.4., subsection B.4., Section C, and Section D.

9. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

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

**MINNESOTA STATE UNIVERSITY,
MANKATO FOUNDATION, INC.**


By: 

Name: James D. CONNORS

Title: Foundation Pres.

Date: 5-18-10

FIA CARD SERVICES, N.A.

By: 

Name: MICHAEL L. PARSONS JR.

Title: SVP

Date: 6-4-2010

FIA CARD SERVICES®

Via Overnight Delivery

August 16, 2011

Ms. Cynthia Bemis Abrams
Director - Alumni Relations
Minnesota State University, Mankato Foundation, Inc.
1536 Warren Street
Mankato, Minnesota 56001

Dear Ms. Abrams:

I am writing to inform you that following a comprehensive review of the Minnesota State University, Mankato Foundation, Inc. credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Amended and Restated Affinity Agreement entered into as of December 1, 2006, as the same has been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Sections 8 and 11(f) of the Agreement.

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

We have appreciated your endorsement.

Sincerely,



Jared D. Grundish
Vice President
FIA Card Services, N.A.

CC: Jennifer Guyer-Wood
Director of Alumni Relations