

AMENDED AND RESTATED AGREEMENT (Trademark License)

This Amended and Restated Agreement is entered into as of this 24 day of May, 1995, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and the University of Illinois Alumni Association, a not-for-profit Illinois Corporation having its principal place of business in Urbana, Illinois ("IAA").

WHEREAS, IAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "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 IAA; and

WHEREAS, IAA and MBNA America mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement:

- a. "Agreement" means this Agreement and Schedules A and B.
- b. "Anniversary Date" means the end of business on May 31, 2000, or the final day of the term of any extension of this Agreement, whichever occurs later.
- c. "Customer" means any participant in the Program.
- d. "Financial Services Products" means credit card programs, charge card programs, debit card programs, travel and entertainment programs and deposit products.
- e. "Participant" means any former student of the University of Illinois ("Alumni"), anyone currently enrolled as a student at the University of Illinois ("Student"), and/or other potential participants mutually agreed to by IAA and MBNA America.
- f. "Program" means those programs and services of the Financial Service Products which MBNA America agrees to offer pursuant to this Agreement from time to time to the Participants.
- g. "Royalties" means the royalties set forth in Schedules A and B.
- h. "Trademarks" means any logo, service mark, trade dress, trade name or trademark used or acquired by IAA during the term of this Agreement.

2. ROYALTIES FOR LICENSING OF RIGHT TO USE TRADEMARK

- a. In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Participants, and to directly compensate IAA with the Royalties

generated thereby. It is the express intention of the parties that the Royalties payable to IAA hereunder are based exclusively upon MBNA America's right to use the Trademarks in accordance with the terms of this Agreement and upon no other right or consideration, if any, which may be granted or given by IAA to MBNA America now or in the future.

b. IAA warrants and represents that it has the right and power to grant a limited, exclusive license to use the Trademarks to MBNA America for use as contemplated by this Agreement. IAA hereby grants MBNA America a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement notwithstanding the transfer of ownership of the Trademarks by operation of law or otherwise to any permitted successor corporation, organization or individual.

3. RIGHTS AND RESPONSIBILITIES OF IAA

a. IAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, endorse, advertise, aid or develop any Financial Service of any entity other than MBNA America. IAA shall not license the Trademarks nor sell nor otherwise make available or permit any other entity to use the Trademarks in relation to or for promoting any other Financial Services. IAA further agrees that during the term of this Agreement, no IAA publication shall carry advertisements for any other Financial Services. Notwithstanding anything else in this agreement to the contrary, IAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by IAA of said financial institution or the advertised Financial Services Products.

b. IAA authorizes MBNA America to solicit its Participants in person or by mail, direct promotion, advertisements, and/or telephone for participation in the Program.

c. IAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either the Trademarks or the endorsement of IAA, which shall not be unreasonably withheld or delayed.

d. IAA may not provide any information to or otherwise communicate with Participants or potential Participants about the Program, without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to IAA.

e. Nothing stated in this Agreement prohibits IAA from granting to other persons or entities a license to use the Trademarks on or in connection with any service or product other than any Financial Service.

f. IAA shall provide MBNA America with a subscription without charge to principal alumni publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

a. MBNA America shall design, develop, produce, promote and administer the Program for the Participants.

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

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

d. MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's accounts independent of IAA.

e. MBNA America shall have the right to designate parties to whom promotional materials may not be sent including, without limitation, based on the appropriateness of the product offered, Participants who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or are subject to prohibitive legal and logistic conditions.

5. CROSS INDEMNIFICATION

IAA and MBNA America (each individually the "indemnitor") will each indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors, and assigns (individually and together the "indemnified") from and against any and all loss, damage, liability, causes of action or claims, brought against the indemnified, and the costs incurred in connection therewith by the indemnified, which result from a breach of this Agreement by the indemnitor or the indemnitor's directors, officers, agents, or employees in connection with the performance of this Agreement. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

6. RATES AND BENEFITS

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

7. CONFIDENTIALITY OF AGREEMENT

MBNA America and IAA expressly agree that the terms of this Agreement and any prior agreements between the parties shall remain confidential and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and IAA shall be permitted to disclose such terms to their employees, Board of Directors, accountants and their legal, financial, and marketing advisors as necessary for the performance of their respective duties, or as required by law, provided that said persons agree to be bound by the provisions of this Section 7.

8. TERM OF AGREEMENT

a. All other agreements, including without limitation the Original Agreement, concerning the subject matter herein shall be of no further force and effect upon the full execution of this Agreement. The initial term of this Agreement will extend from the date of the full execution of

this Agreement through and including May 31, 2000. This Agreement will be automatically extended on the Anniversary Date for successive two (2) year periods, unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the last date of such term or renewal term, as applicable.

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

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (except for its conflicts of law 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 or default of this Agreement by MBNA America or IAA, the other party may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given sixty (60) days to cure the breach or default. In the event that any other written agreement between the parties terminates, either party may terminate this Agreement upon giving the other party at least six (6) months prior written notice.

b. If either MBNA America or IAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subjected to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subjected to receivership, conservatorship, or liquidation, this Agreement shall immediately terminate. The license of the right to use the Trademark granted by this Agreement shall not constitute assets or property of MBNA America in such proceeding that may be assigned or that may accrue to any trustee, receiver, creditor, or to any court or creditor-appointed committee or receiver.

c. Upon termination or expiration of this Agreement, MBNA America shall, in a manner consistent with Section 8(b) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks. MBNA America agrees that upon such termination or expiration it will not claim any privilege, right, title or interest in or to the Trademarks.

11. MISCELLANEOUS

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

b. The rights and obligations in Sections 5, 7, 8(b), 10(c), 11(b), and 12 shall survive any termination or expiration of this Agreement.

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

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

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

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

i) If to IAA:

UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
227 Illini Union
1401 West Green Street
Urbana, Illinois 61801

ATTENTION: Mr. Louis D. Liay
Executive Director

ii) If to MBNA America:

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

ATTENTION: Mr. Howard C. Wallace
Executive Vice President

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

g. This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations, or discussions, oral or written, made by either party or its employees, officers, or agents shall be valid and binding. Without the prior written consent of MBNA America, not to be unreasonably withheld, IAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of IAA.

h. It is agreed and understood that MBNA America and IAA are not agents, representatives, or employees of the other.

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

12. CUSTOMER LIST

(a) Upon the request of IAA but in no event more than once per year, MBNA America shall provide a list of names and addresses of Customers (collectively, hereinafter "Customer List"). IAA shall return any and all Customer Lists provided by MBNA America in the form provided within thirty (30) days of receipt of such Customer Lists.

(b) Each Customer List is and shall remain the sole property of MBNAmerica. IAA shall not make and shall prevent its employees, volunteers, and representatives from making Customer List(s) available in whole or in part to any person or entity other than MBNA America without receiving the prior written approval of MBNA America. In the view of the confidential nature of the Customer List, IAA warrants that all employees, volunteers, agents and/or representatives of IAA who work with the Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy the Customer List or make any other use of the Customer List other than as specifically approved by MBNA America.

(c) Because the nature of this asset makes an evaluation of damages after a violation of this Section extremely difficult or impossible, then in the event that any Customer List or any part thereof is handled in a fashion that violates this Agreement by IAA or its employees, volunteers or agents, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each name or address used in violation of this Section, with the amount of damages

not to exceed one hundred thousand dollars (\$100,000.00) per breach, in addition to any other remedies MBNA America may wish to pursue.

IN WITNESS WHEREOF, each party hereto by their representatives has caused this Agreement to be executed as of the date indicated above, and such party and its representative warrant that such representative is duly authorized to execute this Agreement for and on behalf of such party.

UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION

By: Louis D. Lutz
Name: Louis D. Lutz
Title: Agent Director

MBNA AMERICA BANK, N.A.

By: Howard C. Walker
Name: Howard C. Walker
Title: E.U.P.

SCHEDULE A

I. TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

* There is NO annual fee for the Alumni. The student card will be issued free for the first year to students of the University of Illinois. Thereafter the annual fee for the student card will be \$20.00.

The current Annual Percentage Rate for Students will be a fixed rate of 19.4% or a variable rate of Prime plus 9.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts there may be an additional margin applied on account of the Customer's delinquency.

The current Annual Percentage Rate for Alumni will be a fixed rate of 18.4%, or a variable rate of Prime plus 8.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts there may be an additional margin applied on account of the Customer's delinquency.

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

B. GOLD RESERVE ACCOUNTS (Available only for Alumni)

* There is NO annual fee for the first six months for the Alumni.

* The annual fee for the second six (6) months, when applied, is \$7.50.

* Thereafter the annual fee, when applied, is \$15.00.

* The current Annual Percentage Rate is 17.9%.

C. GOLD OPTION ACCOUNTS (Available only for Alumni)

* There is NO annual fee for the Alumni.

* The current Annual Percentage Rate is 16.9%.

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

For Students

* \$1.00 for every new Program credit card account opened by a Student, which remains open and active for at least ninety (90) consecutive days.

* \$3.00 for each full twelve (12) month period that a Student Customer's Program credit card account is renewed and an annual fee is paid by the Student, or if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

* 0.50% per retail purchase transaction (net of any refunds, returns and fraudulent transactions) made by ~~Non-Student~~ ^{for DLW 6/21/95} Member Customers. Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

b) For Alumni

* \$1.00 for every new Program credit card account opened by a Alumni pursuant to the Program, which remains open and active for at least ninety (90) consecutive days (each, a "Credit Card Account").

* \$3.00 for each full twelve (12) month period that a Credit Card Account is renewed (other than as a result of a courtesy waiver by MBNA America). If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

* 0.50% per retail purchase transaction (net of any refunds, returns and fraudulent transactions) made by Alumni Customers.

* \$15.00 for every Gold and \$10.00 for every Preferred account opened by a Participant through internal programs sponsored and funded by IAA, and not generated by MBNA America via direct marketing or telemarketing programs. This is a one time payment, per account opened, net of any marketing costs paid by MBNA such as providing artwork, printing, etc. Any marketing materials developed by IAA must be approved in writing by MBNA America prior to distribution.

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

* \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable annual fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

* 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

\$2.00 for each applicable twelve (12) month period that each Gold Option account remains open. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

* 0.25% of the average of all month-end outstanding balances (excluding transactions that relate to credits and fraudulent transactions) in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.

III. ADVANCE AGAINST ROYALTIES

Within sixty days of the fully executed agreement, MBNA America will advance IAA \$600,000.00 (six hundred thousand and no hundredths dollars) to be applied against future royalties pursuant to Schedule A.

IAA hereby agrees that in the event this Agreement is terminated as a result of a breach by IAA prior to repayment of the Advance in full, or the conditions set forth above regarding the Advance is not fulfilled, the remaining balance of the Advance shall become due and payable immediately to MBNA America.

SCHEDULE B

DEPOSIT SERVICES

A. RATES

I. Money Market Deposit Account ("MMDA")

* Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.

* Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999.99; and for balances \$50,000 and over. Balances between \$2,500 and \$14,999.99 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.

* Customers may write up to three (3) checks per statement cycle.

* Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. Certificate of Deposit Account ("CD")

* The interest rate for the stated term of the CD is guaranteed to stay the same.

* Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.

* There will be penalties assessed for early withdrawal according to the terms of the CD.

* Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. Money Market Deposit & Certificate of Deposit Account

* All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).

* Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.

* A minimum deposit of at least \$2,500 is required to establish each account.

* MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

B. ROYALTIES

* Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of average MMDA deposits of IAA Participants obtained by MBNA America pursuant to the Program.

* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of IAA Participants obtained by MBNA America pursuant to the Program.

* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
AFFINITY AGREEMENT

This Agreement is entered into as of this 23rd day of April, 1997 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION, a non profit corporation having its principal place of business in Urbana, Illinois ("UIAA") for themselves, and their respective successors and assigns.

WHEREAS, UIAA and MBNA America are parties to an amended and restated agreement dated May 24, 1995, 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 UIAA; and

WHEREAS, UIAA and MBNA America mutually desire to amend and restate the Original Agreement;

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Participant 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 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.
- (c) "Customer" means any Participant who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by UIAA or the Customer as an undergraduate or graduate student of the University of Illinois.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, revolving loan programs, deposit programs, and travel and entertainment card programs.

(e) "Participant" means members and potential members of UIAA which may include currently enrolled students of the University of Illinois and/or other potential participants mutually agreed to by UIAA and MBNA America.

(f) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Participants from time to time.

(g) "Royalties" means the compensation set forth in Schedule B.

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

2. ROYALTIES FOR LICENSING OF RIGHT TO USE TRADEMARK

(a) In accordance with the terms of the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Participants, and to directly compensate UIAA during the term of the Agreement, pursuant to Schedule B, with the Royalties generated thereby. It is the express intention of the parties that the Royalties payable to UIAA hereunder are based exclusively upon MBNA America's right to use the Trademarks in accordance with the terms of this Agreement and upon no other right or consideration, if any, which may be granted or given by UIAA to MBNA America now or in the future.

(b) UIAA 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 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 UIAA 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.

(c) UIAA 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. UIAA 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.

3. RIGHTS AND RESPONSIBILITIES OF UIAA

(a) UIAA agrees that during the term of this Agreement: (i) it will sponsor 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) it 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 it will not 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 Participants 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, UIAA may: (*) accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UIAA of the advertised Financial Service Product; and (**) may continue its existing relationship (as it is currently structured) with the University of Illinois Credit Union ("Credit Union") without being in breach of this Agreement so long as: (x) UIAA does not give the Credit Union, directly or indirectly, access to the Mailing List or information about any current or potential Participants; (y) UIAA does not endorse the Credit Union's credit card, charge card or debit card products; or (z) permit the Credit Union to use any Trademark on its credit card, charge card or debit card products.

(b) UIAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the license granted herein and the sponsorship of the Program.

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

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

(e) UIAA shall only provide information to or otherwise communicate with Participants or potential Participants about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UIAA. Notwithstanding the above, UIAA may respond to individual inquiries about the Program from its Participants on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to UIAA. Any correspondence received by UIAA 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.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(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 UIAA.

(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 UIAA. 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 UIAA.

(e) MBNA America agrees to place the Customers on the merchandising exclusion list that is used to delete names from MBNA America's merchandising department's mailing/insert lists.

(f) MBNA America also agrees not to market any MBNA financial service product to a ~~Member~~ Participant without an amendment to this Agreement executed by both parties.

5. CUSTOMER LIST

(a) Upon the request of UIAA, but in no event more than once per year (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide UIAA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.

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

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

- (i) that MBNA America placed "seed" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (ii) that the "seed" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "seed" information was not provided by MBNA America or its affiliates to any third party.

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

(e) UIAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. UIAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. UIAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to UIAA from time to time. UIAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UIAA who need such access to perform their duties for UIAA. In view of the confidential nature of the Customer List, UIAA warrants that UIAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by UIAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each

use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, UIAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UIAA and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

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

6. CROSS INDEMNIFICATION

UIAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UIAA or MBNA America, respectively as the case may be, or its directors, officers or employees. UIAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses 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 that may reasonably result in the indemnification by the other party.

7. 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 to be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the periodic interest rate on such account.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("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. MBNA America and UIAA shall 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.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on May 31, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UIAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period. In the event that any other written agreement between the parties terminates, either party may terminate this Agreement upon giving the other party at least six (6) months prior written notice.

(b) If either MBNA America or UIAA 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 the other party may immediately terminate this Agreement.

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

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by UIAA to the Participants. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UIAA shall not attempt to cause the removal of UIAA'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.

12. MISCELLANEOUS

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

(b) The obligations in Sections 2(c), 5(b)-(g), 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed 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 UIAA:

UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
227 Illini Union
Urbana, Illinois 61801

ATTENTION: Mr. Louis D. Liay
Executive Director

Fax #: (217) 333-~~7830~~ 7603 *fw*

(2) If to MBNA America:

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

ATTENTION: Howard C. Wallace
Senior Executive Vice President

Fax #: (302) 432-1392

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and UIAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

(j) 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.

(k) This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel.

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

UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Louis D. Liay

By: John C. Richmond

Name: Louis D. Liay

Name: JOHN C. RICHMOND

Title: Executive Director

Title: Sr. 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, Plus Miles Accounts and Student Accounts, will be a variable rate of prime plus 7.9%. For Platinum Accounts the annual percentage rate will be a variable rate of prime plus 7.4%.
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 7.4%.
3. Customers may be offered opportunities 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 Participant 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 (ten dollars).
3. Thereafter the annual fee, when applied, is \$20.00 (twenty dollars).
4. The current annual percentage rate is 17.9%.

C. 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 Participant 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 UIAA 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 and active for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account (except 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 such Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$17.00 (seventeen 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 (except a Plus Miles Account) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Credit Card Account (except Plus Miles Accounts and Student Accounts) (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. .25% (one quarter 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.

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. .25% (one quarter 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.

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

D. DEPOSIT ACCOUNTS

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

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

1. .10% (Ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of .0083330%) of the average MMDA Deposits.

2. .05% (Five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of .004167%) of the average CD Deposits.

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

E. ROYALTY ADVANCE

1. Upon full execution of the Agreement by MBNA America, MBNA America shall pay to UIAA the sum of three million dollars (\$3,000,000.00) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UIAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UIAA as set forth in this Agreement. Notwithstanding the foregoing, UIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (vii) 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) UIAA breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented by UIAA from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) MBNA America is prohibited or otherwise prevented by UIAA from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
 - (v) UIAA uses its best efforts, as defined by paragraphs E.1. (iii) and E.a. (iv) above, to assist MBNA America in opening a minimum of forty thousand (40,000) new Credit Card Accounts during the first five (5) years of the term of the Agreement.

2. The two hundred fifty thousand dollars (\$250,000.00) of unrecouped Advances remaining as of December 31, 1996 from Section III of Schedule A of the Original Agreement will be treated as an Advance paid to UIAA under this Agreement, and subject to all of the terms and conditions stated above in Part 1, Section E of this Agreement.

F. ROYALTY GUARANTEE.

UIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than three million dollars (\$3,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. 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., above.

AGREEMENT

This Agreement is entered into as of this 21 day of January, 1999 (the "Effective Date"), among the UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION ("UIAA"), MBNA America Bank, N.A. ("MBNA America") and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, on behalf of University of Illinois at Chicago Intercollegiate Athletics ("UIC ATHLETICS"), for themselves, and their respective successors and assigns.

WHEREAS, UIAA and MBNA America are parties to an Affinity Agreement ("Affinity Agreement") and a Mailing List Agreement ("Mailing List Agreement"), both dated April 23, 1997, as the same may have been amended, wherein MBNA America provides a financial services program ("Program") to certain persons included in certain lists provided to MBNA America by or on behalf of UIAA ("Participants"); and

WHEREAS, UIAA, MBNA America and UIC ATHLETICS mutually desire to provide the Program to certain persons in certain lists provided to MBNA America on behalf of UIC Athletics;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement.
- (b) "Financial Service Products" means credit card programs, charge card programs, debit card programs, deposit programs, and travel and entertainment card programs.
- (c) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UIC Athletics during the term of this Agreement. This definition of "trademarks" does not include any other trademarks owned by the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS.
- (d) "Affiliate" means any entity controlled by or under the common control of any party hereto.
- (e) "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 UIC ATHLETICS Participants segmented by zip codes or reasonably selected characteristics.

(f) "UIC ATHLETICS Participants" means UIC ATHLETICS ticket holders, donors and boosters; and/or other potential participants mutually agreed to by UIAA, UIC ATHLETICS and MBNA America.

2. RESPONSIBILITIES OF UIC ATHLETICS

(a) UIC ATHLETICS agrees that during the term of this Agreement neither UIAA, UIC ATHLETICS, nor any Affiliate, shall, 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 MBNA America) the providing of any Financial Service Products of any organization other than MBNA America; and (ii) 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; or (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 UIC ATHLETICS Participants 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, UIC ATHLETICS may accept advertising from any financial institution, provided that the advertisement does not contain an express or implied endorsement by UIC ATHLETICS of said financial institution or the advertised Financial Service Product. Athletic sponsorship agreements between UNIVERSITY and other financial institutions shall not be construed as an express or implied endorsement of such institution or any Financial Service Product by UIC ATHLETICS. Further, UNIVERSITY and UIC ATHLETICS may continue their existing relationships with Credit Union I, Cole Taylor Bank, LaSalle Bank, and TIAA-CREF, including renewals thereof, as well as enter into new athletic sponsorship agreements with these entities or others, on similar terms, without being a breach of this Agreement.

(b) UIC ATHLETICS 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 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 UIC ATHLETICS 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.

(c) UIC ATHLETICS represent and warrant to MBNA America as of the date hereof and throughout the term of this Agreement that they have the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. UIAA and UIC ATHLETICS 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

cost 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.

3. RESPONSIBILITIES of UIAA

UIAA shall provide MBNA America with Mailing Lists of UIC ATHLETICS Participants under the same terms and conditions as provided under the Mailing List Agreement.

4. RESPONSIBILITIES OF MBNA America

(a) MBNA America agrees that during the term of this Agreement UIC ATHLETICS Participants will be offered the same financial services Program offered to Participants under the Affinity Agreement.

(b) MBNA America agrees that any Royalties, as defined in the Affinity Agreement, that are attributable to transactions of UIC ATHLETICS Participants will be calculated separately from Royalties attributable to transactions of other Participants.

5. CUSTOMER LIST

(a) Upon the request of UIC ATHLETICS, but in no event more than once per year (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide UIC ATHLETICS with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies of compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.

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

(c) Any Customer List provided to UIC ATHLETICS may contain "seed" information (e.g., names, account information, addresses, etc.) so that unauthorized use of

a Customer List may be determined. This information will be unknown to UIC ATHLETICS. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

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

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

(iii) that identical "seed" information was not provided by MBNA America or its affiliates to any third party.

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

(e) UIC ATHLETICS shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. UIC ATHLETICS shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. UIC ATHLETICS agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to UIC ATHLETICS from time to time. UIC ATHLETICS shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UIC ATHLETICS who need such access to perform their duties for UIC ATHLETICS. In view of the confidential nature of the Customer List, UIC ATHLETICS warrants that UIC ATHLETICS and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this section.

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

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

6. REPRESENTATIONS AND WARRANTIES

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

(i) It is duly organized, validly existing and in good standing. UIC ATHLETICS is a body politic and corporate of the State of Illinois.

(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.

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. UIAA, MBNA America and UIC ATHLETICS shall 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, including the Illinois Freedom of Information Act, 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 May 31, 2004. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. TERMINATION

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

(b) If UIAA, MBNA America or UIC ATHLETICS 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.

10. MISCELLANEOUS

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

(b) 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.

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

(d) 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.

(e) 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 UIAA:

University of Illinois Alumni Association
227 Illini Union
1401 West Green Street
Urbana, IL 61801-2974

ATTENTION: Mr. Loren R. Taylor,
President

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: Vice Chairman,
Business Development

(3) If to UIC Athletics:

University of Illinois at Chicago Intercollegiate Athletics
275 PEB
901 West Roosevelt Road
Chicago, IL 60608- 6901

ATTENTION: Mr. James Schmidt,
Director of Athletics, UIC

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

(f) 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.

(g) UIAA, MBNA America and UIC ATHLETICS are not agents, representatives or employees of each other and no party shall have the power to obligate or bind any other in any manner except as otherwise expressly provided by this Agreement.

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

(i) 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.

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

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

UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: *Loren R. Taylor*

By: *Douglas M. Cummings*

Name: **Loren R. Taylor**

Name: *Douglas M. Cummings*

Title: **President**

Title: *Senior Exec. Vice Pres.*

Date: *10/14/99*

Date: *1/2/00*

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR THE
UNIVERSITY OF ILLINOIS AT CHICAGO INTERCOLLEGIATE ATHLETICS

By: *Craig S. Bazzani*

Name: **Craig S. Bazzani**

Title: **Comptroller**

Date: *12/1/99*

Approved:

Attest:

By: *Sylvia Manning*

By: *Michele M. Thompson*

Name: **Sylvia Manning**

Name: **Michele M. Thompson**

Title: **Interim Chancellor, University of
Illinois at Chicago**

Title: **Secretary, Board of Trustees
and the University**

Date: *10/21/99*

Date: *12/1/99*

By: _____

By: _____

Name: James Schmidt

Title: Director of Athletics, University
of Illinois at Chicago

Date: _____

Name: James Schmidt

~~Title: Legal Counsel~~

~~Date: _____~~

By: TR Bearens

Name: THOMAS R. BEARENS

Title: Legal Counsel

Date: 11/2/99

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, Plus Miles Accounts and Student Accounts, will be a variable rate of prime plus 7.9%. For Platinum Accounts the annual percentage rate will be a variable rate of prime plus 7.4%.
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 7.4%.
3. Customers may be offered opportunities 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 Participant 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 (ten dollars).
3. Thereafter the annual fee, when applied, is \$20.00 (twenty dollars).
4. The current annual percentage rate is 17.9%.

C. 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 Participant 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 UIAA 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 and active for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account (except 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 such Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$17.00 (seventeen 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 (except a Plus Miles Account) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Credit Card Account (except Plus Miles Accounts and Student Accounts) (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. .25% (one quarter 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.

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. .25% (one quarter 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.

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

D. DEPOSIT ACCOUNTS

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

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

1. .10% (Ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of .00833330%) of the average MMDA Deposits.

2. .05% (Five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of .004167%) of the average CD Deposits.

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

E. ROYALTY ADVANCE

1. Upon full execution of the Agreement by MBNA America, MBNA America shall pay to UIAA the sum of three million dollars (\$3,000,000.00) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UIAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UIAA as set forth in this Agreement. Notwithstanding the foregoing, UIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (vii) 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) UIAA breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented by UIAA from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) MBNA America is prohibited or otherwise prevented by UIAA from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
 - (v) UIAA uses its best efforts, as defined by paragraphs E.1. (iii) and E.a. (iv) above, to assist MBNA America in opening a minimum of forty thousand (40,000) new Credit Card Accounts during the first five (5) years of the term of the Agreement.

2. The two hundred fifty thousand dollars (\$250,000.00) of unrecouped Advances remaining as of December 31, 1996 from Section III of Schedule A of the Original Agreement will be treated as an Advance paid to UIAA under this Agreement, and subject to all of the terms and conditions stated above in Part 1, Section E of this Agreement.

F. ROYALTY GUARANTEE.

UIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than three million dollars (\$3,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. 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., above.

ADDENDUM

2000 THIS ADDENDUM (the "Addendum") is entered into this 19 day of Jun., ~~1999~~, by and between the UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION ("UIAA") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UIAA and MBNA America are parties to an Affinity Agreement last dated April 23, 1997 (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UIAA; and

WHEREAS, UIAA and MBNA America mutually desire to amend the Agreement to update the Program to reflect the agreement dated _____ between UIAA, MBNA America, and The Board of Trustees of the University of Illinois on behalf of the University of Illinois at Chicago Intercollegiate Athletics ("UIC Athletics Agreement").

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following is added to Schedule B of the Agreement as Section G:

"G. ADDITIONAL ROYALTY ADVANCE.

"Upon full execution of this addendum and the UIC Athletics Agreement, MBNA America shall pay to UIAA the sum of twenty-five thousand dollars (\$25,000.00) ("First Additional Advance Payment"), and upon each anniversary of the Effective Date, after the First Additional Advance Payment, during the initial term of this Agreement, MBNA America shall pay to UIAA the sum of twenty-five thousand dollars (\$25,000.00) (each, an "Advance"), as advances against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UIAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UIAA as set forth in the Agreement. Notwithstanding the foregoing, UIAA hereby promises to pay MBNA America, upon demand, an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Subsection E.1., above, occur."

3. 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.

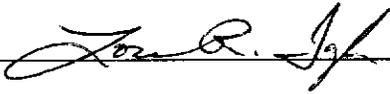
Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.

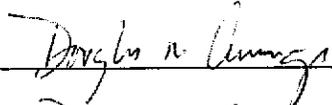
4. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. This Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and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

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

UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: **Loren R. Taylor**

Name: Douglas R. Cummings

Title: **President and CEO**

Title: Senior Exe. Vice President

Date: 10/28/98

Date: 1/14/02

UNIVERSITY OF ILLINOIS
ATHLETIC SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is made and entered into as of the 3rd day of February, 2003 ("Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Sponsor"), and The Board of Trustees of the University of Illinois ("University"), a body corporate and politic of the State of Illinois which operates three campuses: the University of Illinois at Chicago ("UIC"), the University of Illinois at Springfield ("UIS") and the University of Illinois at Urbana-Champaign ("UIUC").

Whereas, the University's men's and women's intercollegiate athletic programs at UIC, UIS, and UIUC are conducted by UIC Athletics, UIS Athletics, and the UIUC Division of Intercollegiate Athletics ("DIA") respectively (collectively referred to herein as "Athletics");

Whereas, Sponsor is a provider of financial services, and has entered into an Addendum effective as of the 3rd day of February, 2003 ("Addendum") to the Affinity Agreement between Sponsor and the University of Illinois Alumni Association ("UIAA") dated April 23, 1997, as amended ("Affinity Agreement") (as modified by the Addendum, the Agreement will be referred to herein as the "Affinity Agreement and Addendum");

Whereas, Sponsor and the University are parties to an Agreement dated January 21, 2000 relating to certain promotional activities by Sponsor at or during events sponsored by the University of Illinois at Chicago (UIC) Intercollegiate Athletic Department ("UIC Athletics Agreement"), which UIC Athletics Agreement the University and Sponsor desire to terminate, as provided herein, in favor of this Agreement; and

Whereas, Sponsor wishes to supplement its marketing efforts undertaken pursuant to the Affinity Agreement and Addendum by additionally supporting and sponsoring the University's intercollegiate athletic programs at each of its three campuses.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. Term and Termination.

The UIC Athletics Agreement shall terminate upon the Effective Date of this Agreement, and Sponsor's rights and obligations relating to promotional activities at or during UIC Athletic events shall be governed exclusively by the terms of this Agreement. The parties agree that Sections 2(c), 5(b) through 5(g), and 7 of the UIC Athletics Agreement shall survive its termination. Capitalized terms used but not otherwise herein defined shall have the same meaning as the definition of such terms in the Affinity Agreement and Addendum. The Term of this Agreement shall commence on the Effective Date of the Addendum and shall remain in effect for such period as the Affinity Agreement and Addendum shall remain in effect. If the Affinity Agreement should terminate for any reason, this Agreement shall also terminate as of the Affinity Agreement termination date, and Sponsor shall

not have any further rights to engage in, or receive the benefits of, any Acknowledgement Activities, as hereinafter defined, after such termination.

II. Obligations of UIC Athletics, UIS Athletics, and DIA.

UIC Athletics, UIS Athletics, and DIA shall each provide Sponsor with the advertising rights, event marketing rights, signage, benefits, and other promotional opportunities ("Acknowledgement Activities") listed for each campus in Exhibit A, or reasonable alternative opportunities, as mutually agreed upon, if the specific Acknowledgment Activities listed on Exhibit A are, or become, unavailable to Athletics sponsors in general. While this Sponsorship Agreement is in effect, University shall not permit any other sponsor of Athletics events to promote any Financial Service Products as being endorsed by the University, or as being the "official" Financial Service Products of the University. University agrees, and agrees to take the necessary steps to ensure, that Sponsor is the exclusive solicitor and marketer of Financial Service Products at any events sponsored by Athletics. Notwithstanding anything else in this Agreement to the contrary, University may accept advertising to be distributed or displayed at any Athletics event from any financial institution, other than Sponsor, provided that the advertising does not contain an endorsement by the University of the Financial Service Products of said financial institution.

III. Obligations of Sponsor

- A. Sponsor shall provide UIC Athletics, UIS Athletics, and DIA, as the case may be, with all creative materials and mechanicals for all printed matter to be used in the course of Sponsor's Acknowledgement Activities, and shall meet UIC Athletics, UIS Athletics, and DIA deadlines for submission of same.
- B. Sponsor shall designate a staff member to work with UIC Athletics, UIS Athletics, and DIA and be responsible for pre-planning and execution of all Acknowledgement Activities listed in Exhibit A.

IV. Sponsorship Fees and Other Considerations

- A. In addition to any other good and valuable consideration provided by Sponsor to University hereunder, the receipt and adequacy of which is hereby acknowledged, the University acknowledges that the increased financial commitment by Sponsor under the terms of the Affinity Agreement and Addendum is intended to include the entire consideration that the University is entitled to receive in exchange for the performance of its covenants and obligations pursuant to this Agreement, and University will not seek any additional compensation from Sponsor. If at any time Sponsor becomes delinquent, without excuse, in its duty to make payments when due to the University of Illinois Alumni Association pursuant to the Affinity Agreement and Addendum, and the University of

Illinois Alumni Association has not, as a result, terminated the Affinity Agreement and Addendum causing termination of this Agreement pursuant to Section I, Sponsor's right to engage in, or receive the benefits of, any Acknowledgement Activities shall immediately cease, and such rights shall be restored if, and only if, Sponsor makes payment in full for any unexcused arrearages in its financial obligations to the University of Illinois Alumni Association under the terms of the Affinity Agreement and Addendum.

V. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Sponsor shall be permitted to assign this Agreement without University's prior written consent to any of its parents, subsidiaries, or affiliates, or as part or Sponsor's merger with another entity, or Sponsor's sale of all, or substantially all, of its Financial Service Products business.

VI. Relationship of the Parties

The parties are acting herein as independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture, or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

VII. Use of Names

Except as specifically provided herein and in the Affinity Agreement and Addendum, neither party shall use the name or trademarks of the other party in any publication, news release, or advertising or promotional materials without the written approval of the other party.

VIII. Approval of Acknowledgements

UIC Athletics, UIS Athletics, or DIA, as the case may be, acting on behalf of the University, shall have the right of prior approval of all signage, Premiums, copy and other advertising and solicitation material to be used in connection with the Acknowledgement Activities listed on Exhibit A (collectively "Advertising"). Notwithstanding the foregoing, Sponsor shall not be required to obtain Athletics' prior approval to use Advertising, nor shall Athletics prevent Sponsor from using Advertising that has been approved for use pursuant to the terms and conditions of the Affinity Agreement and Addendum. Except as provided above, Sponsor agrees that it will not use, or will discontinue use of, as the case may be, any Advertising that has not been expressly approved by UIC Athletics, UIS Athletics, or DIA, as applicable. The University agrees that Athletics shall not unreasonably disapprove or reject Advertising supplied by Sponsor pursuant to this Section. If UIC Athletics, UIS Athletics, or DIA, as the case may be, does not disapprove

Advertising submitted for approval within fifteen (15) days after receipt thereof, then said Advertising shall be deemed to have been approved by the University.

IX. Acknowledgement Content

All displays and references to Sponsor's products and services on Athletics' scoreboards or signage displayed shall be "Institutional and Generic" in style. In no case shall such scoreboard displays or signage include an express inducement to purchase a specific product or service, a "call-to-action" to buy a product or service, comparative information about another product or service, or an exhortation to make a purchase or enter into a business relationship with the Sponsor.

X. Disclaimer

The University shall not have any responsibility for, nor shall Sponsor's duty to pay compensation pursuant to Section IV, be offset or abated in the event of any of the following occurrences:

- A. Cancellation of, or reduced coverage or audiences of, radio and television broadcasts.
- B. Reduced circulation figures for printed matter.
- C. Team disability.
- D. The failure of third party suppliers to honor obligations to the University.

XI. Miscellaneous

- A. This agreement may be amended only by the written mutual agreement of the parties.
- B. The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- C. 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 University:

UNIVERSITY OF ILLINOIS
Bielfeldt Athletic Administration Building
1700 S. Fourth Street
Champaign, Illinois 61820

Attn: Mr. Warren Hood, Associate Athletics Director
email: w-hood1@uiuc.edu

(2) If to Sponsor:

MBNA America
1100 North King Street
Wilmington, DE 19884

Attention: Mr. Michael E. Durroh, Senior Executive Vice President
Fax #: (302) 432-1380

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

- D. The Agreement together with the Affinity Agreement and Addendum contain the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations, discussions, or agreements, oral or written, made by any party or its employees, officers or agents shall be valid and binding.
- E. If any part of this Agreement is found to be unenforceable, the remainder of this Agreement shall survive as if such unenforceable provision had not been contained herein. Failure by either party to insist upon strict compliance with the terms hereof shall not be deemed to be a waiver of any rights hereunder.
- F. This Agreement shall be governed by the laws of the State of Illinois, exclusive of any choice of law rules.

IN WITNESS WHEREOF, the parties have signed this agreement as of this day and year
above written

IN WITNESS WHEREOF, the parties have signed this agreement as of this day and year above written

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

MBNA AMERICA BANK, N.A.

BY Stephen K Rugg
COMPTROLLER

BY Tulal Keshh

ATTEST Michele M. Thompson 1/31/03
SECRETARY

TITLE SEVP

DATE 2/19/03

APPROVED AS TO FORM:

Marcia C. Kolunda
LEGAL COUNSEL

Exhibit A-1

UIC Athletics Acknowledgement Activities

1. RADIO

- a. Play by Play/UIC Men's Basketball
- b. Six :30 units per game
- c. In Game Segment (i.e. Keys to the Game)
- d. Opening billboard
- e. Closing billboard

2. TELEVISION

- a. Eight :30 units per game
- b. One in-game segment (i.e. Starting Line-Ups) per game
- c. One billboard per game

3. IN-ARENA SIGNAGE - UIC PAVILION

The newly renovated home arena of the UIC Flames seats 8,800 and hosts our intercollegiate teams in Men's Basketball and Women's Basketball.

- a. Concourse Signage

This signage provides impressions each game to all those in attendance. Concourse signs also appear many times in the local newspapers when depicting action shots of the game.

- (i) 3' x 8' vinyl backing/ four color
- (ii) All UIC men's basketball games
- (iii) All UIC women's basketball games

4. SOUTH CAMPUS SIGNAGE

- a. Baseball Field
 - (i) 4' x 9' scoreboard
 - (ii) Host of Midwestern Collegiate Conference Championships
 - (iii) High School tournaments and Chicago Public League Championships
 - (iv) UIC men's baseball games

5. PRINT ADVERTISING

- a. Souvenir Game Program
 - (i) Men's Souvenir Game Program
 - (ii) 1 full page black and white ad
 - (iii) 20,000 publications
 - (iv) Distributed at all home men's basketball games

6. IN-GAME PROMOTIONS

- a. Public Address Announcements

3 :10 announcements per home game

- b. Electronic Messageboards
3 message per home game

7. MERCHANDISING

- a. Tickets
 - (i) 12 lower level season tickets for men's basketball
 - (ii) Hospitality VIP membership may be purchased for an additional compensation
- b. Parking
 - (i) 6 parking passes for all UIC men's home basketball games

8. EVENT MARKETING

- a. Necessary access and the opportunity, during each year of this Agreement, for Sponsor to conduct direct promotion events for the Program at all UIC Athletics home athletic events, including without limitation all men's and women's basketball games. When conducting each direct promotion event, Sponsor may have direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. Sponsor may have four (4) Locations for each men's and women's basketball game, and the number of Locations for other home athletic events as mutually agreed upon between Sponsor and UIC Athletics. The Locations shall be at prominent locations and will be mutually agreed upon by UIC Athletics and Sponsor.
- b. Necessary access and the opportunity, during each year of this Agreement, for Sponsor to conduct direct promotion events at other events mutually agreed upon by UIC Athletics and Sponsor.
- c. All necessary or appropriate passes to Sponsor employees and agents that are conducting the direct promotion campaigns referenced above.
- d. Four (4) parking permits/passes for each athletic event/game at which Sponsor will be conducting direct promotion events.
- e. Reasonable vehicular access to the athletic and/or campus facility(ies) at which Sponsor will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the Sponsor vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- f. Sponsor shall be permitted to set up each Location at least one (1) hour prior to the gates opening for each athletic event.
- g. Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by Sponsor and UIC Athletics, which agreement will not be unreasonably withheld or delayed. .

- h. Subject to Section VIII of this Agreement, Sponsor shall have the right to distribute take one applications for Financial Services Products with (i) ticket renewal invoice notices and season ticket mailings for, among other teams, men's and women's basketball (ii) all other mail campaigns where alumni or friends of the University or UIAA are solicited to purchase tickets to UIC athletic events, and (iii) general mailings to University sponsored booster or athletic club members.

9. SPECIAL EVENTS

- a. One foursome to UIC Athletic Golf Outing (June)
- b. One foursome to Fun In the Sun Golf/Cub Game (August)
- c. One foursome to Al Ronan Golf Outing (September)
- d. One table of ten to Pre-Season Basketball Gala (November)

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- c. All necessary or appropriate passes to Sponsor employees and agents that are conducting the direct promotion campaigns referenced above.
- d. Four (4) parking permits/passes for each athletic event/game at which Sponsor will be conducting direct promotion events.
- e. Reasonable vehicular access to the athletic and/or campus facility(ies) at which Sponsor will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the Sponsor vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- f. Sponsor shall be permitted to set up each Location at least one (1) hour prior to the gates opening for each athletic event.
- g. Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by Sponsor and UIS Athletics, which agreement shall not be unreasonably withheld or delayed.
- h. Subject to Section VIII of this Agreement, Sponsor shall have the right to distribute take-one applications for Financial Services Products with (i) ticket renewal invoice notices and season ticket mailings for, among other teams, basketball, (ii) all other mail campaigns where alumni or friends of the University or UIAA are solicited to purchase tickets to UIS athletic events, and (iii) general mailings to University sponsored booster or athletic club members.

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Exhibit A-2

UIS Athletics Acknowledgement Activities

1. ADVERTISING RIGHTS

a. Advertising Panels

- (i) Sponsor will receive one (1) 8'high x 24' wide advertising panel at Kiwanis Stadium.
- (ii) Sponsor will receive two (2) 4' high x 8' wide illuminated advertising panels in the UIS gymnasium
- (iii) Sponsor will receive two (2) 2' high x 8' wide illuminated advertising panels on the scorer's table in the UIS Gymnasium
- (iv) Sponsor will receive one (1) 2' high x 4' wide advertising panel at Ken Boyle Field

2. ADDITIONAL BENEFITS

- a. One (1) full-page advertisement (camera-ready by Sponsor) to be placed in all Prairie Star Media Guides (yearbooks)
- b. One-half (1/2) page advertisement (camera-ready by Sponsor) to be placed in all game programs
- c. Champion Star television package
- d. Four (4) season tickets for basketball
- e. Ten (10) season passes to all Prairie Star home athletic events (excluding basketball)
- f. Special recognition announcements during basketball, soccer and volleyball games

3. EVENT MARKETING

- a. Necessary access and the opportunity, during each year of this Agreement, for Sponsor to conduct direct promotion events for the Program at all UIS Athletics home athletic events, including without limitation all basketball games. When conducting each direct promotion event, Sponsor may have direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. Sponsor may have four (4) Locations for each basketball game, and the number of Locations for other home athletic events as mutually agreed upon between Sponsor and UIS Athletics. The Locations shall be at prominent locations and will be mutually agreed upon by UIS Athletics and Sponsor.
- b. Necessary access and the opportunity, during each year of this Agreement, for Sponsor to conduct direct promotion events at other events mutually agreed upon by UIS Athletics and Sponsor.

Exhibit A-3

UIUC Division of Intercollegiate Athletics Acknowledgement Activities

1. Football

- a. Permanent static signage (5' X 18') on main scoreboard
- b. Rotating digital signage (10' X 34') on main scoreboard
- c. Video board opportunities
- d. Public Address Announcements
- e. Four (4) season tickets
- f. One (1) parking pass

2. Basketball

- a. Rotating scorer's table signage (3' X 40')—television exposure
- b. Public Address Announcements
- c. Four (4) season tickets
- d. One (1) parking pass

3. Illinois Sports Radio Network

- a. Football Radio Broadcasts
 - (i) Six (6) :30 second spots per game
 - (ii) Open/Close billboards
 - (iii) Two (2) in-game mentions per game
- b. Men's Basketball Radio Broadcasts
 - (i) Three(3) :30 second spots per game
 - (ii) Open/Close billboards
 - (iii) One (1) in-game mention per game
- c. Women's Basketball Radio Broadcasts
 - (i) Four(4) :30 second spots per game
 - (ii) Open/Close billboard
 - (iii) One (1) in-game mention per game
- d. Women's Volleyball Radio Broadcast
 - (i) Four(4) :30 second spots per game

- (ii) Open/Close billboards
- (iii) One (1) in-game mention per game

e. Men's Football Coaches Show

- (i) Two(2) :30 second spots per show
- (ii) Open/Close billboard

f. Men's Basketball Coaches Show

- (i) Two (2) :30 second spots per show
- (ii) Open/Close billboard

4. **Internet** (www.fightingillini.com)

- a. Official Online Partner throughout the site
- b. Banner ad run throughout the site
- c. Opportunity for interactive promotion
- d. Ability to link banner ad to your own website. Sponsor may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account or other Financial Service Product Account.

5. **Event Marketing**

- a. Necessary access and the opportunity, during each year of this Agreement, for Sponsor to conduct direct promotion events for the Program at all DIA home athletic events, including without limitation all such football and men's and women's basketball games. When conducting each direct promotion event, Sponsor may have direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. Sponsor may have eight (8) Locations for each home football game, four (4) Locations for each men's and women's basketball game, and the number of Locations for other home athletic events as mutually agreed upon between Sponsor and DIA. The Locations shall be at prominent locations and will be mutually agreed upon by DIA and Sponsor.
- b. Necessary access and the opportunity, during each year of this Agreement, for Sponsor to conduct direct promotion events at other events mutually agreed upon by DIA and Sponsor.
- c. All necessary or appropriate passes to Sponsor employees and agents that are conducting the direct promotion campaigns referenced above.
- d. Four (4) parking permits/passess for each athletic event/game at which Sponsor will be conducting direct promotion events.

- e. Reasonable vehicular access to the athletic and/or campus facility(ies) at which Sponsor will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the Sponsor vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- f. Sponsor shall be permitted to set up each Location at least one (1) hour prior to the gates opening for each athletic event.
- g. Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by Sponsor and DIA, which agreement will not be unreasonably withheld or delayed.
- h. Subject to Section VIII of this Agreement, Sponsor shall have the right to distribute take-one applications for Financial Services Products with (i) ticket renewal invoice notices and season ticket mailings for, among other teams, football, basketball (men's and women's), and volleyball, (ii) all other mail campaigns where alumni or friends of the University or UIAA are solicited to purchase tickets to DIA athletic events, and (iii) general mailings to University sponsored booster or athletic club members..

**UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
ADDENDUM
to the AFFINITY AGREEMENT**

This Addendum is entered into as of the 3rd day of February, 2003 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America") and UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION, a non-profit corporation having its principal place of business in Urbana, Illinois ("UIAA"), for themselves and their respective successors and assigns.

WHEREAS, UIAA and MBNA America are parties to an amended and restated Affinity Agreement dated April 23, 1997 ("Affinity Agreement"), as amended by an Addendum dated January 19, 2000 ("2000 Addendum"), and a Mailing List Agreement dated April 23, 1997 ("Mailing List Agreement"); and

WHEREAS, UIAA, MBNA America, and The Board of Trustees of the University of Illinois on behalf of the University of Illinois at Chicago Intercollegiate Athletic Department are parties to an Agreement dated January 21, 2000, ("UIC Athletics Agreement"); and

WHEREAS, UIAA and MBNA America mutually desire to (i) delete the terms of the 2000 Addendum from the Affinity Agreement, (ii) terminate the Mailing List Agreement, and (iii) extend the term of the Affinity Agreement and make other amendments thereto; and

WHEREAS, UIAA and MBNA America desire to terminate the UIC Athletics Agreement as provided herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, UIAA 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 Affinity Agreement.

2. The 2000 Addendum is hereby deleted from the Affinity Agreement in its entirety.

3. The Mailing List Agreement shall terminate upon the Effective Date of this Addendum. Notwithstanding anything included in the Mailing List Agreement to the contrary, the parties agree that only Sections 6 and 7 of the Mailing List Agreement shall survive its termination.

4. The UIC Athletics Agreement shall terminate upon the later of the Effective Date of this Addendum or the effective date of the Sponsorship Agreement (as defined herein). The

parties agree that Sections 2(c), 5(b) through 5(g), and 7 of the UIC Athletics Agreement shall survive its termination.

5. The parties agree that upon the Effective Date, the Affinity Agreement, as amended by this Addendum, shall govern each party's respective rights and obligations with respect to all Mailing Lists, including, if the context so requires, Mailing Lists that were the subject of the Mailing List Agreement and/or UIC Athletics Agreement.

6. The following definitions in Section 1 of the Affinity Agreement are hereby amended to read in their entirety as follows:

- (a) "(a) 'Agreement' means this Agreement and the schedules attached hereto."
- (b) "(b) 'Credit Card Account' or 'Account' means a credit card account or other account described on Schedule A or B opened by a Participant in response to marketing efforts made pursuant to the Program or opened by a student of the University."
- (c) "(c) 'Customer' means any Participant who opens an Account with MBNA America."
- (d) "(d) 'Financial Service Products' means credit card programs, charge card programs, deposit products, revolving loan products, and debit card programs."
- (e) "(e) 'Participant' means persons other than students of the University within the following categories of persons or such other categories of persons upon which MBNA America on the one hand and UIAA or University, acting either separately or together, on the other hand, may mutually agree:
 - (i) The friends, supporters, and former students of the University;
 - (ii) Season ticket holders, individual event ticket buyers, fans, attendees, purchasers of Athletics merchandise, donors, and boosters of events sponsored by Athletics; and
 - (iii) The faculty and staff of the University."
- (f) "(f) 'Program' means the promotion of MBNA America's Financial Service Products to the Participants pursuant to the terms of this Agreement."
- (g) "(g) 'Royalty' or 'Royalties' means payments to UIAA set forth in Schedule B."
- (h) "(h) 'Trademarks' mean designs, images, visual representations, logos, service marks, trade dress, trade names, or trademarks presently used or acquired in the future by UIAA (the "Alumni Association Trademarks") or by University,

including University Trademarks presently used or acquired in the future by Athletics ("University Trademarks")."

7. Section 1 of the Affinity Agreement is hereby amended to add the following defined terms:

- (a) "(i) 'Athletics' means the Intercollegiate Athletics Departments of the University and its operations at the University of Illinois at Urbana-Champaign, the University of Illinois at Chicago, and the University of Illinois at Springfield."
- (b) "(j) 'Confidential Information' shall mean the terms of this Agreement (but not its existence) and any information, however stored, compiled or conveyed, relating to one party's (the "Disclosing Party") performance of its obligations under this Agreement and disclosed in the course of its performance of this Agreement to the other party (the "Receiving Party"), including technical information, processes, computer software, product designs, sales or cost data, unpublished financial information, product and business plans, revenue or cost projections, and marketing data. "Confidential Information" shall not include information that can be demonstrated using reasonably credible evidence to be: (i) already independently in the Receiving Party's possession and not subject to a confidentiality obligation; (ii) obtained by the Receiving Party from any third party source without any obligation of confidentiality; or (iii) independently developed or deduced by the Receiving Party without reference to the Disclosing Party's Confidential Information."
- (c) "(k) 'Intellectual Property Rights' shall mean any patent, trademark, service mark, trade dress, logo, trade name, copyright, mask work, trade secret, confidential information, publicity and invasion of privacy rights, contract rights prohibiting the resale or redistribution of proprietary data, or other intangible property rights and worldwide intellectual property rights."
- (d) "(l) 'Licensed Trademarks' shall mean those Trademarks listed on Schedule C."
- (e) "(m) 'Mailing Lists' means current and updated lists on magnetic tapes or other mutually agreed upon media (in a format agreed upon by the parties) containing the names, postal addresses and, when available, telephone numbers of Participants who have not requested that their names be excluded by the University or UIAA from commercial solicitations, segmented by zip codes or reasonably selected membership characteristics."
- (f) "(n) 'Sponsorship Agreement' means the agreement between MBNA America and the University relating to MBNA America's sponsorship of University athletic events, as the same may be amended from time to time."
- (g) "(o) 'University' means the Board of Trustees of the University of Illinois and its operations of the University of Illinois at Urbana-Champaign, University of Illinois at Chicago, and University of Illinois at Springfield."

8. Section 2 of the Affinity Agreement is hereby amended to read in its entirety as follows:

"(a) In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to Participants, and, in consideration of the use of the Licensed Trademarks, to pay Royalties directly to UIAA pursuant to Schedule B, UIAA acting in its individual capacity and in its capacity as agent for University. It is the express intention of the parties that the Royalties payable to UIAA hereunder are based exclusively upon MBNA America's rights to use the Licensed Trademarks in accordance with the terms of this Agreement, and to engage in the Acknowledgement Activities authorized under the Sponsorship Agreement, and upon no other right or consideration, if any, which may be granted or given by UIAA or the University to MBNA America now or in the future. Payment to UIAA in accordance with this Agreement shall constitute payment in full to both UIAA under this Agreement, and the University under the Sponsorship Agreement. In no event shall MBNA America be required to accrue or pay the same Royalty twice for any Account. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made within forty-five (45) days after the end of each calendar quarter.

(b) UIAA hereby grants MBNA America and its affiliates a limited and non-transferable license (1) to use the Licensed Trademarks solely in conjunction with the Program, including the promotion thereof, and, (2) to place the Licensed Trademarks on gifts or other premium items, including without limitation, t-shirts, hats, 'bobbleheads' or other items used to promote the Program (collectively, 'Premiums') at MBNA America's discretion, subject to UIAA's or the University's, as the case may be, final approval of the use and appearance of the Licensed Trademarks on such Premiums. Such right and license shall not apply or extend to any other product or service offered by MBNA America. MBNA America shall comply with the standards established from time to time by UIAA with respect to the appropriate display and usage of the Licensed Trademarks. MBNA America acknowledges and agrees, that as between it, on the one hand, and UIAA and the University, on the other hand, UIAA or the University owns all Intellectual Property Rights in and to the Trademarks. MBNA America shall not contest the Intellectual Property Right claims of UIAA or the University in the Trademarks, nor shall it cooperate with or assist others in doing so. The license granted herein shall be transferred only upon permitted assignment of this Agreement, and, except as otherwise provided herein, shall remain in effect only for the Term of this Agreement; provided, however, that any transfer by UIAA or University of some or all of the Intellectual Property Rights in and to the Licensed Trademarks, by operation of law or otherwise, to any permitted successor entity or individual shall be subject to this license. Nothing stated in this Agreement prohibits UIAA or the University from granting to other persons a license to use the Trademarks in any manner whatsoever; provided, however, that UIAA represents and warrants that neither it nor the University shall license any Intellectual Property Rights associated with the Trademarks for use during the Term of this Agreement in conjunction with the promotion of any Financial Service Products other than those of MBNA America. UIAA or the University shall have the right to

discontinue its use of any Licensed Trademark identified on Schedule C. In the event of such discontinuation, UIAA shall provide MBNA with an amended Schedule C that deletes the discontinued Trademark, and upon receipt of such amended Schedule C, MBNA America's license to use the discontinued Trademark(s) shall cease, except that MBNA America shall not be required to reissue any unexpired credit or debit cards bearing the discontinued Trademark(s) prior to the normal expiration date for such cards ("Forced Reissue") unless specifically requested in writing to do so by UIAA, and, in the event of such request, MBNA America shall have sixty (60) days to accomplish any Forced Reissue of cards from the date of receipt of UIAA's written request to do so. UIAA shall reimburse MBNA America for the costs of the Forced Reissue of cards bearing the discontinued Licensed Trademark(s). In the event UIAA or the University create additional Trademarks that UIAA or the University deem appropriate to license to MBNA America for use in conjunction with the Program, UIAA shall tender to MBNA America an amended Schedule C that adds the additional Trademarks to the Licensed Trademarks on Schedule C, and MBNA America shall have the right to use the additional Licensed Trademarks in conjunction with the Program subject to the terms and conditions of this Agreement."

(c) Subject to the foregoing license, each of the parties hereto is and shall remain the owner of all Intellectual Property Rights in and to its name, designs and logos, as the same now exist or as they may hereafter be modified. Any and all rights to the Licensed Trademarks not herein specifically granted and licensed to MBNA America are reserved to UIAA or the University."

9. Section 3 of the Affinity Agreement is hereby amended as follows:

(a) Section 3(a) is hereby amended to read in its entirety as follows:

"(a) UIAA represents and warrants that while this Agreement is in effect, and except as otherwise provided herein, (i) neither it nor the University will (1) endorse any Financial Service Products of any entity other than MBNA America; or (2) solicit proposals from, or enter into negotiations with, another entity concerning UIAA's or the University's endorsement of Financial Service Products; and (ii) neither it nor the University will sell, rent or otherwise make available, or allow others to sell, rent or otherwise make available, the Mailing Lists, or information about any current or potential Participants, for the purpose of promoting during the Term of this Agreement any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, however, (a) UIAA or the University may (i) accept advertising from any entity, provided that such advertising does not contain any endorsement by UIAA or the University of Financial Service Products offered by any entity other than MBNA America; and (ii) continue any existing relationship with the University of Illinois Credit Union (as it is currently structured), without being in breach of this Agreement so long as UIAA or the University does not (x) give the Credit Union access to the Mailing Lists; (y) sponsor the Credit Union's credit card, charge card or debit card products; or (z) permit the Credit Union to

use any Trademark on its credit card, charge card or debit card products, (b) the University may allow its activities and events, including activities and events of Athletics, to be sponsored by entities offering Financial Service Products, so long as such sponsorship activities do not promote or refer to any Financial Service Products, and (c) within twelve (12) months of the expiration of this Agreement, UIAA, the University, or both, may solicit proposals from, and negotiate with, other providers of Financial Service Products concerning the terms and conditions upon which UIAA or the University may enter into an affinity or sponsorship agreement with such other providers of Financial Service Products, provided that, during the course of such solicitations or negotiations, neither UIAA or the University shall breach any duty of Confidentiality owed to MBNA America under this Agreement, or enter into any affinity or sponsorship agreement with any other Financial Service Product provider until after such time as this Agreement and the Sponsorship Agreement have expired or terminated."

(b) Section 3(c) is hereby amended to read in its entirety as follows:

"(c) UIAA authorizes MBNA America in conjunction with the Program to solicit Participants by direct mail, telemarketing promotion, and print, electronic or web based advertisements on MBNA owned or operated websites to apply for, retain, and use one or more of MBNA America's Financial Service Products, provided that MBNA America's solicitations of any individual Participant shall be limited to five (5) contacts by direct mail, three (3) contacts by telemarketing, and one (1) additional contact, which may be by either direct mail or by telemarketing, during any twelve month period during the Term of this Agreement. UIAA shall include a link from UIAA's website to a website of MBNA America, but shall not be obligated to provide any additional web-based advertising opportunities on its website. MBNA America shall also be permitted to engage in marketing and promotional activities for Financial Service Products at events conducted or sponsored by UIAA or the University, in addition to those athletic events specifically authorized in the Sponsorship Agreement, provided that the nature and extent of any such activities at any particular event shall be subject to the prior written approval of either UIAA or the University, depending upon which entity is conducting or sponsoring the event at which such marketing or promotional activity is to occur."

(c) Section 3(d) is hereby amended to read in its entirety as follows:

"(d) UIAA, acting in its individual capacity and in its capacity as agent for University, shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America to promote Financial Service Products to Participants which contain a Trademark in order to protect the goodwill and public image of UIAA and the University; and such approval shall not be unreasonably withheld or delayed. UIAA represents and warrants to MBNA America that MBNA America need only obtain the approval required by this Section 3(d) through UIAA, and that the approval of UIAA shall constitute

approval as to both UIAA and University for all purposes, with no further action being required by MBNA America. If UIAA does not disapprove any material submitted for approval within fifteen (15) days after receipt by UIAA thereof, such material shall be deemed approved."

(d) Section 3(e) is hereby amended to replace the phrase "within 24 hours of receipt" in the third sentence with "within three (3) business days of receipt."

(e) A new Section 3(f) is hereby added to read in its entirety as follows:

"(f) Upon the request of MBNA America, UIAA acting in its individual capacity and in its capacity as agent for University, shall provide MBNA America with the Mailing Lists free of any charge; provided, however, that UIAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UIAA or University not provide his/her personal information to third parties. The Mailing Lists shall each contain at least the following number of non-duplicated names: (i) 430,000 friends, supporters and former students of the University (the "UIAA List"); (ii) 97,000 season ticket holders, individual event ticket buyers, fans, attendees, purchasers of Athletics' merchandise, donors, and boosters of events sponsored by Athletics (the "Athletics List"); and (iii) 20,000 members of the faculty or staff of the University (the "Faculty and Staff List"). The names and contact numbers within each Mailing List shall not be duplicated; provided, however, that UIAA does not represent or warrant that a particular person's name and contact information may not appear on more than one of the Mailing Lists referred to herein. UIAA shall provide the Mailing Lists to MBNA America as soon as possible, but no later than thirty (30) days after the Effective Date."

(f) A new Section 3(g) is hereby added to read in its entirety as follows:

"(g) UIAA shall have the right to periodically include messages on Program billing statements and/or include inserts with such billing statements. UIAA shall bear all costs to design, develop and produce messages and/or inserts. MBNA America shall be responsible for the cost of inserting and mailing such inserts, provided, however, that the weight of the inserts shall not increase the postage costs over the normal and customary postage costs incurred by MBNA America in mailing billing statements without the inserts described herein. All billing statement messages and/or billing statement inserts shall be subject to: (i) the prior approval of MBNA America as to the scope, timing and content thereof (which shall not be unreasonably withheld or delayed); (ii) the then applicable size, scheduling, procedural and weight requirements; (iii) MBNA America's obligation to include in its billing statement any notices (in message or insert form) required by MasterCard or Visa regulations, or by applicable federal or state law; (iv) MBNA America's desire to include in its billing statement any other legal notice or collection/delinquency notice; (v) any Customer imposed restrictions on such messages/insertions; and (vi) UIAA delivering to MBNA

America the approved messages/inserts in time for MBNA America to include them on/with the billing statements for the scheduled billing period. The parties acknowledge and agree that the billing statement inserts and/or messages may include promotions of UIAA or University products, events, or programs, and/or products or programs of third parties (other than any Financial Service Products of any entity other than MBNA America) selected by UIAA or University and acceptable to MBNA America. UIAA represents and warrants to MBNA America that any billing statement inserts and/or messages that it receives from UIAA that relate in any way to the University, including without limitation Athletics, have been approved for use by the University, with no further action being required by MBNA America to verify such fact. UIAA agrees to indemnify and hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against any and all liability, causes of action, claims, and the reasonable and actual costs (including attorneys' fees) incurred in connection therewith arising from the messages and inserts, including without limitation, the content thereof, or from the products and services offered therein."

10. Section 4 of the Affinity Agreement is hereby amended as follows:
 - (a) Section 4(a) is hereby amended to insert "at its own cost" following the word "shall" in the first sentence.
 - (b) Section 4(b) is hereby amended to read in its entirety as follows:

"(b) MBNA America shall, at its own expense, design all advertising, solicitation and promotional materials with regard to the Program, which shall in each case be subject to review and written approval by UIAA prior to dissemination in order to protect the goodwill and public image of UIAA and the University, which approval UIAA shall not unreasonably withhold or delay. MBNA America reserves the right of prior written approval of materials, if any, concerning or related to the Program, which may be developed by or on behalf of UIAA; provided, however, that UIAA is not under any obligation to create any such materials."
 - (c) Section 4(d) is hereby amended to read in its entirety as follows:

"(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of UIAA. UIAA does not make any representations whatsoever concerning the credit worthiness of any Participant or Customer, and does not guarantee any financial obligations of any Participant or Customer."
 - (d) Section 4(f) is hereby amended to read in its entirety as follows:

"(f) MBNA America shall use the Mailing Lists provided pursuant to this Agreement solely for the purposes authorized by this Agreement, and shall not permit any of its subsidiaries, affiliates, or independent contractors that require access to such Mailing Lists to use them for any purpose other than as provided in this Agreement. MBNA America shall not make the Mailing Lists available to any other person or entity other than its subsidiaries, affiliates or independent contractors who require such access to the Mailing Lists to enable MBNA America to promote its Financial Service Products pursuant to the Program. MBNA America shall have the sole right to designate Participants on these Mailing Lists to whom promotional material will not be sent; provided however UIAA shall have the right to remove Participants from the Mailing Lists when specifically requested by such Participants to do so. These Mailing Lists are and shall remain the sole property of UIAA or University, as applicable; provided, however, that MBNA America may maintain separately all information that it obtains from sources other than UIAA or the University regarding its Account holders or Account applicants as a result of an account relationship, or an application for an account relationship. This independently obtained 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 independently obtained information in a manner that would imply any involvement by UIAA or University in its collection or use by MBNA America in the course of providing, or determining whether to provide, Financial Service Products to Participants. Except as provided above, upon termination or expiration of this Agreement, MBNA America shall: (i) immediately destroy and purge from all of its systems all information derived solely from a Mailing List ("Mailing List Information"); and (ii) return to UIAA or destroy within thirty (30) days all Mailing List Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever."

(e) A new Section 4(g) is hereby added to read in its entirety as follows:

"(g) In the event that a Participant notifies MBNA America that such Participant does not want to receive telemarketing and/or direct mail solicitations from MBNA America, then MBNA America shall purge that name from all subsequent telemarketing and/or direct mail solicitation campaigns for the Program, as applicable. MBNA America agrees to utilize the Direct Marketing Association's 'Do not call' and 'Do not mail' lists before conducting Program solicitations."

(f) A new Section 4(h) is hereby added to read in its entirety as follows:

"(h) During the Term of this Agreement and for at least one (1) year thereafter, MBNA America agrees to (i) maintain detailed transaction records relating to any and all Accounts and (ii) make such books and records available for audit at UIAA's expense for the purpose of verifying MBNA America's compliance with its financial obligations under this Agreement. UIAA may not conduct any such

audits more frequently than once in any twelve (12) month period. In the event UIAA elects to conduct an audit pursuant to this Section 4(h), UIAA shall provide MBNA America with written notice of such election. Within ten (10) business days of receipt of such notice, MBNA America shall provide UIAA with the identity of the independent auditing firm then used by MBNA America to audit its business records relating to transactions for which Royalties are accrued or paid to UIAA, and the name, address, and telephone number of an appropriate contact person at such firm. UIAA shall negotiate in good faith with such auditing firm over the terms and conditions under which the auditing firm will undertake an audit of MBNA America's business records for the purpose stated in this Section. In the event the auditing firm identified by MBNA America is unwilling or unable to conduct an audit pursuant to this Section for UIAA, is precluded from doing so by ethical standards or other applicable rules or regulations, or UIAA and the auditing firm cannot, after good faith negotiations, mutually agree on the terms, conditions and timing of such an audit, UIAA may engage for the purpose of conducting an audit pursuant to this Section an independent auditing firm from among the five (5) largest auditing firms in the United States according to the American Institute of Certified Public Accountants (AICPA). Upon UIAA's engagement of the independent auditing firm that will conduct the audit, UIAA and MBNA shall mutually agree upon the commencement date of the audit. Any such audit shall be conducted at MBNA America's place of business during normal business hours, and UIAA and its auditors shall use reasonable efforts to minimize any disruptions to MBNA America's business during any audit. MBNA America agrees that it shall cooperate fully with UIAA and its auditors with respect to any audit hereunder. If any audit reveals a shortfall of the amount properly due to UIAA, MBNA America will promptly pay such shortfall to UIAA together with interest on any shortfall accrued from the date that any shortfall should have been paid at the then current Prime Rate of interest as reported in the Wall Street Journal on the date the audit is completed. In the event of a shortfall in excess of five percent (5%) of the amount properly owed to UIAA, MBNA America shall also be responsible for making prompt payment to UIAA of the reasonable fees and expenses of the auditing firm that conducted the audit. All books and records of MBNA America that are examined during such an audit shall be treated as Confidential Information of MBNA America, as well as the audit report prepared by the auditing firm."

(g) A new Section 4(i) is hereby added to read in its entirety as follows:

"(i) MBNA America shall not market any products or services not defined as Financial Service Products and described on Schedules A and B to any Participant unless this Agreement is amended to permit such additional activity on terms mutually agreeable to UIAA and MBNA America."

11. A new Section 4.1 is hereby added to the Affinity Agreement to read in its entirety as follows:

"4.1 REPRESENTATIONS AND WARRANTIES

(a) UIAA hereby represents and warrants to MBNA America 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 make and perform all of its promises and covenants under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of UIAA, enforceable against it 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 by UIAA, except such as have been obtained and are in full force and effect.

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

(vi) UIAA has all the necessary power and authority to act as agent for University in the capacities contemplated by this Agreement.

(vii) UIAA has the right and power to license the Licensed Trademarks to MBNA America for use as contemplated by this Agreement, and to provide, on its and the University's behalf, the Mailing Lists to MBNA America for the promotion of the Program.

(b) MBNA America hereby represents and warrants to UIAA 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 make and perform all of its promises and covenants under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of MBNA America, enforceable against MBNA America 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 by MBNA America, except such as have been obtained and are in full force and effect.

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

(vi) With respect to any Financial Service Product marketed to Participants or Customers, MBNA America shall use reasonable efforts to comply in all material respects with applicable federal and state law governing MBNA America or the conduct or operation of its business in connection with the marketing and sale of such Financial Service Products."

12. Section 5(a) of the Affinity Agreement is hereby amended by deleting the words "per year" in the first line and inserting in lieu thereof the words "every six months."

13. Section 6 of the Affinity Agreement is amended to read in its entirety as follows:

"6. INDEMNIFICATION

(a) MBNA America hereby agrees to defend, indemnify and hold harmless UIAA and the University, their directors, officers, employees, agents, affiliates, representatives, successors, and permitted assigns, from and against any and all losses, claims, liabilities, damages or suits, including reasonable attorneys fees and out-of-pocket litigation expenses payable to third parties, in connection with any complaint at law or in equity, any investigation or administrative proceeding by or before any governmental agency, or for arbitration, based upon a claim by a third party seeking relief against UIAA or the University arising from (i) any alleged violation of applicable state or federal law by MBNA America, its employees, agents or contractors, or (ii) any acts or omissions by MBNA America, or its directors, officers, employees, or contractors, in the course of exercising its rights its rights, or performing its obligations under this Agreement, provided that MBNA America receives (i) prompt written notice of any such claim; (ii) all necessary cooperation, information and authority necessary for MBNA America to defend or settle the claim and perform its obligations under this Section; and (iii) sole control of the defense of such claim and all associated negotiations and settlement of such claim.

(b) UIAA hereby agrees to defend, indemnify and hold harmless MBNA America, its directors, officers, employees, agents, affiliates, representatives, successors, and permitted assigns from and against any and all losses, claims, liabilities, damages or suits, including reasonable attorneys' fees and out-of-pocket litigation expenses payable to third parties, in connection with any complaint at law or in equity, any investigation or administrative proceeding by or before any governmental agency, or for arbitration, based upon a claim by a third party seeking relief against MBNA America arising from (i) MBNA America's use of the Licensed Trademarks pursuant to the license granted herein, (ii) MBNA America's use of any Mailing List(s) as authorized herein, or (iii) any acts or omissions by UIAA, or its directors, officers, employees or contractors, in the course of exercising its rights, or performing its obligations, under this Agreement, provided that UIAA receives (i) prompt written notice of any such claim; (ii) all necessary cooperation, information and authority necessary for UIAA to defend or settle the claim and perform its obligations under this Section; and (iii) sole control of the defense of such claim and all associated negotiations and settlement of such claim."

14. Section 8 of the Affinity Agreement is hereby amended to read in its entirety as follows:

"CONFIDENTIALITY

UIAA and MBNA America acknowledge that Confidential Information, as defined herein, may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") during the course of their respective performance of their obligations under this Agreement. The Receiving Party agrees that it shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information (but in no event less than reasonable care) at all times that the Disclosing Party's Confidential Information is in the possession or control of the Receiving Party to prevent the use, duplication or disclosure of such Confidential Information by any unauthorized third parties, other than by or to its own officers, directors, employees, independent contractors, attorneys, accountants, or agents who must have access to the Confidential Information to perform the Receiving Party's obligations hereunder. All such disclosures shall be subject to the terms and conditions of this Agreement, and any requirement of law, or any governmental agency with competent jurisdiction, pertaining to the maintenance of confidentiality or personal privacy. In addition:

(i) Except as provided herein, the parties acknowledge that the specific terms of this Agreement, and any amendments thereto, but not its existence, shall be deemed to be Confidential Information of both parties.

(ii) Unless otherwise provided in this Agreement, upon termination or expiration of this Agreement, the Receiving Party shall, upon written

request from the Disclosing Party, return all Confidential Information (except for copies of this Agreement or any amendments thereto), including all copies thereof, in such party's possession or control, in whatever form, to the Disclosing Party.

(iii) Each party acknowledges that unauthorized use, misappropriation or disclosure of the Confidential Information would cause irreparable harm to the Disclosing Party. Remedies at law being inadequate, the Disclosing Party may seek temporary or permanent injunctive relief to preserve, and enforce its rights under this Section, and the non-prevailing party waives any claim to a security bond from the prevailing party.

(iv) If the Receiving Party receives, or is served with, a demand, discovery request, subpoena, civil investigative demand, or other document calling for the production or disclosure of the Disclosing Party's Confidential Information by operation of law or judicial order, the Receiving Party shall provide the Disclosing Party with reasonable advance notice of such disclosure demand to enable the Disclosing Party to assert its interests in maintaining the confidentiality of such Confidential Information. The Receiving Party shall cooperate with the Disclosing Party on reasonable terms and conditions in any effort by the Disclosing Party to prevent the disclosure of its Confidential Information, or to seek a protective order relating thereto.

15. Section 9 of the Affinity Agreement is hereby amended to read in its entirety as follows: "TERM The term of this Agreement (the "Term") shall begin on the Effective Date and end on December 31, 2009."

16. Section 10 of the Affinity Agreement is hereby amended to read in its entirety as follows: "STATE LAW GOVERNING AGREEMENT This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law principles, and shall be deemed for all purposes to be made and fully performed in Delaware."

17. Section 11 of the Affinity Agreement is hereby amended as follows:

(a) Section 11(a) is hereby amended to read in its entirety as follows:

"(a) In the event of any material breach of a party's obligations, representations, or warranties made or assumed under this Agreement, the non-breaching party may terminate this Agreement by giving notice, as provided herein, to the breaching party. The notice shall (i) describe the material breach and (ii) state the non-breaching party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then the non-breaching

party may give the breaching party written notice of termination of this Agreement, such termination to become effective sixty (60) days after the breaching party's receipt of such termination notice. The non-breaching party's right to terminate this Agreement pursuant to this Section 11(a) shall be in addition to any other rights, remedies, or causes of action available to the non-breaching party by reason of the breaching party's breach of this Agreement."

(b) Section 11(c) is hereby amended to read in its entirety as follows:

"(c) Upon termination of this Agreement for any reason, MBNA America shall cease any further use of the Mailing Lists. Except as otherwise expressly permitted in this Agreement, MBNA America agrees that upon termination of this Agreement it will not claim any right, title, or interest in or to the Trademarks, challenge UIAA's or the University's claims to the Trademarks, nor assist others in doing so. Notwithstanding anything else contained in this Agreement to the contrary, upon the expiration or termination of this Agreement, MBNA America may conclude all solicitation that is required by law."

(c) Section 11(d) is hereby amended to read in its entirety as follows:

"(d) MBNA America shall have the right to prior approval of any notice in connection with, or relating or referring to the termination of this Agreement that is communicated by UIAA or University to the Participants. Such approval shall not be unreasonably withheld or delayed. Upon the expiration of the Term of this Agreement, MBNA America may issue credit cards, debit cards, checks or other documents, instruments, or records containing the Licensed Trademarks to existing Customers for a period of eighteen (18) months from the date the Term expires (hereinafter the 'Reissue Period'). In consideration of the foregoing, MBNA America shall pay to UIAA the Wind Down Royalties described in Section G of Schedule B of the Agreement. MBNA America, at its own expense, shall Force Reissue all credit or debit cards bearing a Licensed Trademark within twelve (12) months after the end of the Reissue Period.

If this Agreement terminates before expiration of its Term for any reason whatsoever, MBNA America shall Force Reissue all credit or debit cards bearing a Licensed Trademark within sixty (60) days after, as the case may be, the Cure Period or the date of termination of the Agreement."

(d) A new Section 11(e) is hereby added to read in its entirety as follows:

"(e) For a one (1) year period following the termination of this Agreement for any reason, UIAA agrees that UIAA shall not, 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, UIAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UIAA provided the opportunity is not directed only to such persons, but rather is a part of a general solicitation to all Participants, and provided further no such persons are directly or indirectly identified as a Customer of MBNA America, or offered any terms or incentives by reason of their being a Customer of MBNA America that are different from those offered to other Participants."

18. Section 12 of the Affinity Agreement is hereby amended as follows:

(a) Section 12(b) is hereby amended to read in its entirety as follows:

"(b) The obligations in Sections 4.1, 5(b) through 5(g), 6, 8, 11(c) through 11(e), shall survive any termination of this Agreement, and in the event of a Wind Down Period (as hereinafter defined) Sections A through D and Section G of Schedule B shall survive any termination of this Agreement."

(b) Section 12(f) is hereby amended to add "or refusal" after "(i) upon receipt" in the first sentence. Further, the contact information for giving notice pursuant to and contained in Section 12(f) is hereby updated as follows:

"(1) If to UIAA:

UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
227 Illini Union
1401 West Green Street
Urbana, IL 61801-2974

Attention: Mr. Loren Taylor, President and CEO
Fax #: (217) 333-7803

(2) If to MBNA America:

1100 North King Street
Wilmington, DE 19884

Attention: Mr. Michael E. Durroh, Senior Executive Vice President
Fax #: (302) 432-1380"

(c) Section 12(h) is hereby amended by adding the following sentence:
"Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties."

(d) The following additional sections are hereby added to Section 12:

"(l) Any assignment of such party's rights and/or obligations pursuant to this Agreement shall be subject to the prior written consent of each other party to this Agreement, and any attempted assignment not in compliance with this subsection (l) shall be null and void and shall be deemed a breach of this Agreement, except that MBNA America shall be permitted to assign this Agreement without UIAA's prior written consent to any of its parents, subsidiaries, or affiliates, or as part MBNA America's merger with another entity, or MBNA America's sale to another entity of all, or substantially all, of its Financial Service Products business.

(m) 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."

19. Section B of Schedule A of the Affinity Agreement is hereby deleted in its entirety.

20. Schedule B of the Affinity Agreement is hereby amended as follows:

(a) The first sentence under the Heading "ROYALTY ARRANGEMENT" is amended to read in its entirety as follows: "During the Term of this Agreement and during the Wind Down Period (as hereinafter defined), if any, MBNA America will pay UIAA a Royalty calculated as follows, for those accounts with active charging privileges."

(b) Section E is hereby amended to read in its entirety as follows:

"E. ROYALTY ADVANCE

1. Upon full execution of this Agreement, and for each calendar year thereafter, MBNA America shall pay to UIAA the following amounts as advances (each Royalty Year's payment an 'Advance') against future Royalties, subject to the non-occurrence of any of the events set forth in Sections E(3)(i) and (ii) below: Royalty Year One shall commence on the Effective Date and end on December 31, 2003. Each succeeding Royalty Year shall commence on January 1 and end on December 31 of each such Year.

(a) Royalty Year One \$2,350,000

(b)	Royalty Year Two	\$2,600,000
(c)	Royalty Year Three	\$2,800,000
(d)	Royalty Year Four	\$2,900,000
(e)	Royalty Year Five	\$3,000,000
(f)	Royalty Year Six	\$3,100,000
(g)	Royalty Year Seven	\$3,250,000

2. The Advance for Royalty Year One shall be paid in full within five (5) business days after the Effective Date of this Agreement. The Advance for each Royalty Year thereafter shall be made in four equal installments due on January 1, April 1, July 1 and October 1, respectively. If a scheduled installment falls due on a Saturday, Sunday or holiday then such installment shall be due on the first business day following the scheduled installment date.

3. All Royalties accrued shall, in lieu of direct payment to UIAA, be applied first against any Advances paid by MBNA America to UIAA until such time as any Advances are fully recouped. All Royalties accrued thereafter shall be paid to UIAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances (including any unpaid installments of an Advance) hereunder, and (y) UIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America to UIAA (including any portion of any Advance(s) intended for the University) and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Sections E3(i) or (ii) below should occur:

(i) UIAA breaches any of its obligations under this Agreement; and any such breach remains uncured as of the end of any applicable Cure Period, or the University breaches any of its obligations under the Sponsorship Agreement, or

(ii) UIAA or the University fails to provide MBNA America during each consecutive twelve (12) month period during the term of this Agreement with the opportunity to make the direct mail or telemarketing contacts with Participants on the Mailing Lists permitted in Section 3(c), or the University fails to provide MBNA America with the Acknowledgement Activities specified in Exhibit A of the Sponsorship Agreement.

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

(d) Section F is hereby amended to read in its entirety as follows:

"F. ROYALTY GUARANTEE

Subject to the other terms of the Agreement, UIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Royalty Advances) equal to or greater than Twenty Million Dollars (\$20,000,000) (the "Guarantee Amount") by the end of the Term of the Agreement, subject to the provisions set forth below. If on the last day of this Agreement UIAA has not accrued \$20,000,000 in Royalties, MBNA America will pay UIAA an amount equal to the Guarantee Amount minus the sum of all Royalties accrued by UIAA during the Term of this Agreement plus all unrecouped Advances. Notwithstanding the foregoing, MBNA America's obligation to pay the Guarantee Amount shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section E(3)(i) and (ii) above."

(e) A new Section G is hereby added to Schedule B to read in its entirety as follows:

"G. ROYALTY WIND DOWN

Beginning on the expiration date of the Term of this Agreement and for a period of twenty-four (24) months thereafter (hereinafter the 'Wind Down Period'), MBNA America will pay to UIAA 'Wind Down Royalties' equal to one hundred percent (100%) of the Royalties accrued during the Wind Down Period pursuant to Sections A through D of Schedule B. MBNA America will pay Wind Down Royalties accrued during the Wind Down Period in quarterly installments payable within forty-five (45) days after the end of each calendar quarter. Notwithstanding the foregoing, there shall not be a Wind Down Period and MBNA America shall not be obligated to pay Wind Down Royalties in the event the Agreement is terminated for any reason whatsoever prior to December 31, 2009. Furthermore, the parties acknowledge that the existence of the Wind Down Period and MBNA America's obligation to pay Wind Down Royalties hereunder is expressly contingent upon MBNA America's right to use the Licensed Trademarks during the Wind Down Period in accordance with the provisions of Section 11(d) of the Agreement."

21. Notwithstanding the Effective Date of this Addendum, the parties agree that the terms of Schedule B, as amended by this Addendum, shall apply to Royalties earned as of January 1, 2003.

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

23. 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.

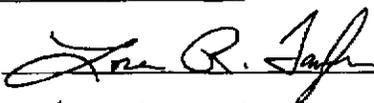
24. The Affinity Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations, discussions, or agreements, oral or written, including without limitation the 2000 Addendum, Mailing List Agreement and UIC Athletics Agreement, made by any party or its employees, officers or agents, shall be valid and binding.

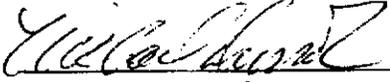
25. Certain Financial Service Products under the Affinity Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

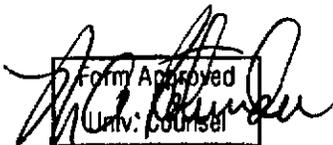
IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 
Name: Loren R. Taylor
Title: President & CEO
Date: 2/3/03

By: 
Name: Michael Durrah
Title: SEI
Date: 2/9/03


Form Approved
Univ. Counsel

Schedule C



UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION

UIC

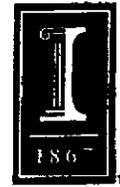


September 28, 1999

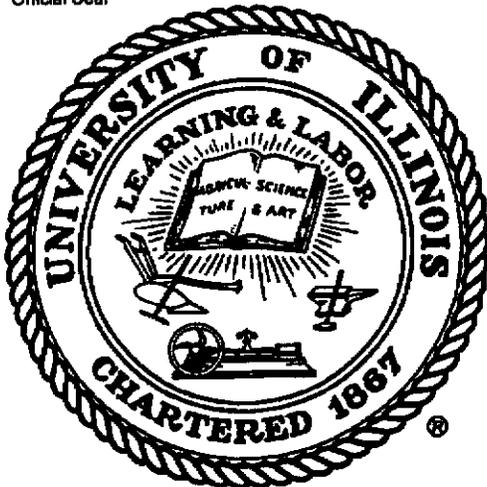
UNIVERSITY OF ILLINOIS ILLINI IDENTITY
full color version

Institutional Marks

LOCATION: Urbana-Champaign, IL
 NICKNAME: Fighting Illini
 SYMBOL NAME: Chief Illiniwek
 ESTABLISHED DATE: 1867
 CONFERENCE: Big Ten



Official Seal



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Allowable are:

Exact reproductions of The University of Illinois seal and Chief Illiniwek logo.

Prohibited are:

Any Alterations of the university seal or Chief Illiniwek logo.

All Indian representations other than Chief Illiniwek -

Including figures, faces or items such as head-dresses or feathers.

Any use of the university seal or Chief Illiniwek in connection with a commercial product, or with the words or pictures not specifically approved by the university.



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ADDITIONAL PERTINENT INFORMATION

Yes No Restrictions

- University seal permitted on products for resale: X
- Alterations to seal permitted: X
- Overlaying/intersecting graphics permitted with seal: X
- University licenses consumables X
- University licenses health & beauty products: X
- University permits numbers on products for resale: X
- Mascot caricatures permitted: X
- Cross Licensing with other marks permitted: X
- NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.
- NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.
- All university sports logos must be reproduced in both PMS 281 and PMS 158, or in solid PMS 281, PMS 158 or white.
- Exact reproduction of Chief Illiniwek logo ONLY.

September 28, 1999

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full color version

Primary Mark

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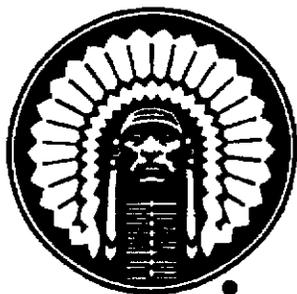
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SCHOOL COLORS

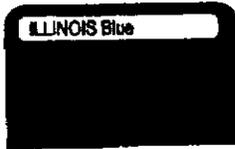
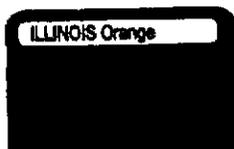
ILLINOIS Orange
ILLINOIS Blue
White

PANTONE COLORS

PANTONE 158
PANTONE 281
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**ADDENDUM TO THE UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 6th day of June 2003 by and University of Illinois Alumni Association ("UIAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UIAA and MBNA America are parties to an amended and restated affinity agreement dated April 23, 1997, as the same was amended by addendum dated February 3, 2003 (the "Agreement"); and

WHEREAS, UIAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement as another aspect of the Program;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by adding the following new subsections (p) and (q):
 - (p) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
 - (q) "Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.
3. Schedule A of the Agreement is hereby amended by reclassifying Section C entitled GOLD OPTION ACCOUNTS to Section E.
4. Schedule A of the Agreement is hereby amended by adding the following new Section F:
 - F. REWARD CREDIT CARD ACCOUNTS (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)
 1. There is no annual fee.
 2. The current annual percentage rate is 12.99%.
 3. The Reward Enhancement may be marketed under another name (e.g., Plus Rewards, WorldPoints), as determined by MBNA America from time to time, in its sole discretion.
5. Schedule B of the Agreement is hereby amended by adding the following new Section H:

H. REWARD CREDIT CARD ACCOUNTS (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

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

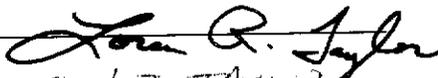
1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.20% (twenty one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (except a Plus Miles Account and Student Accounts) (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

6. 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.

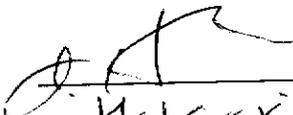
IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that

such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION

By: 
Name: LOREN R. TAYLOR
Title: PRESIDENT & CEO
Date: JUNE 6, 2003

MBNA AMERICA BANK, N.A.

By: 
Name: Halperstine
Title: SEVP
Date: 7/22/03

**DEPOSIT PROGRAM ADDENDUM TO THE
UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

LFA THIS ADDENDUM (the "Addendum") is entered into as of the 11 day of January, 200~~6~~ (the "Addendum Effective Date"), by and between UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION ("UIAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UIAA and Bank are parties to that certain Affinity Agreement dated as of April 23, 1997, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to person included in lists provided to Bank by or on behalf of UIAA; and,

WHEREAS, UIAA and Bank mutually desire to amend the Agreement to clarify and confirm that consumer deposit products are (i) Financial Service Products, and (ii) part of UIAA's Program under the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. Section 1 of the Agreement is hereby amended to include the following definition:
"Deposits" and "Deposit Accounts" means money market deposit accounts, certificate of deposit accounts, checking and savings accounts and checking accounts with debit card access.
3. The parties agree that Deposits are a part of the Program (as the features, terms and conditions of such Deposits or Deposit Accounts may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Participants, including, without limitation, those persons included on Mailing Lists provided by UIAA under the Agreement.
4. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, they will offer under the Deposit Program, and such offerings may be adjusted or amended from time to time by Bank. Bank and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits or Deposit

Accounts. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. UIAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market, in its discretion, Deposits or the Deposit Program through all of Bank's or Bank's affiliates marketing channels, including the banking centers.

5. UIAA agrees and shall cause University to agree to (i) exclusively endorse Deposits as a component of the Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program to be offered to Participants that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing and Section 6 below, all of UIAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
6. The Bank acknowledges and agrees that, notwithstanding anything to the contrary in this Addendum or Sections 2(b) or 3(a) of the Agreement, University has the right to sponsor a deposit program to be offered to students admitted to, or currently enrolled in, the University.
7. During the term of the Deposit Program, UIAA will receive the Royalties set forth below for Deposit Accounts opened under the Deposit Program. Notwithstanding the foregoing, Deposit Accounts Royalties will not be paid to UIAA on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion may compensate Customers owning such converted accounts in accordance with sub-section (d) below or otherwise. Section D of Schedule B of the Agreement shall be deleted in its entirety and replaced with this new Section D below:

“D. DEPOSIT ACCOUNTS

- a. .10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of .008333%) of the average deposits in the money market deposit accounts opened by Participants in response to marketing efforts made pursuant to the Program.
- b. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of .0041677%) of the average deposits in the certificate of deposit accounts opened by Participants in response to marketing efforts made pursuant to the Program.
- c. \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

d. 0.10% (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep the Change™ savings program and, subject to the rules of such program, will receive the Bank's standard savings match under such program."

Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

8. The Royalties for Deposits set forth in Section 7 of this Addendum shall not affect any other compensation set forth in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all Royalties that accrue pursuant to Section 7 of this Addendum directly to UIAA and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that UIAA receives or may receive under the Agreement.
9. Notwithstanding anything contained in the Agreement to the contrary, UIAA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
10. The term of the Deposit Program shall run co-terminous with the Term of Agreement. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
11. Notwithstanding anything contained in the Agreement to the contrary, UIAA acknowledges and agrees that upon termination or expiration of the Deposit Program, Bank shall not be required to remove and UIAA shall not take any action to cause the removal of Licensed Trademarks from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank

may convert Customers, in its sole discretion, to any other Bank deposit product or service without notice to UIAA.

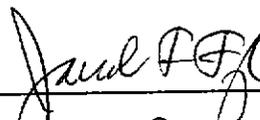
12. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
13. For a one (1) year period following the termination of the Deposit Program for any reason, UIAA agrees that UIAA shall not, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to persons who were Customers.
14. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the 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 ILLINOIS
ALUMNI ASSOCIATION**

By: 
Name: Loren R. Taylor
Title: Pres & CEO
Date: 1/11/07

FIA CARD SERVICES, N.A.

By: 
Name: Jake Progo
Title: SVP
Date: 1/25/07

**EMERGING CREDIT CARD ADDENDUM
TO THE UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 7th day of November, 2007, by and between University of Illinois Alumni Association ("UIAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

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

WHEREAS, UIAA and Bank mutually desire to amend the Agreement to include the emerging credit program as another aspect of UIAA's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UIAA 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 following definition is hereby added to Section 1 of the Agreement as follows:

"Emerging Credit Card Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.

3. Schedule B of the Agreement is hereby amended by adding new Sections I, as set forth below:

"I. EMERGING CREDIT CARD ACCOUNTS

Emerging 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 Emerging Credit Card Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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. \$3.00 (three dollars) for each Emerging 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 Emerging 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 Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. 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.

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

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

**UNIVERSITY OF ILLINOIS
ALUMNI ASSOCIATION**

FIA CARD SERVICES, N.A.

By: 

Name: Loren R. Taylor

Title: President & CEO

Date: 11/6/07

By: 

Name: DAVID BOOTH

Title: SUP

Date: 11.27.07