

**NORTHERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION
AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of 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 Northern Illinois University Alumni Association, a non-profit association having its principal place of business in DeKalb, Illinois ("NIUAA") for themselves, and their respective successors and assigns.

WHEREAS, NIUAA and Citibank (South Dakota), N.A. ("Bank") were parties to a Licensing and Royalty Agreement (the "Original Agreement"), wherein Bank provided certain financial services to certain persons included in certain lists provided to Bank by or on behalf of NIUAA; and

WHEREAS, NIUAA consented to the Bank's assignment of Bank's rights and responsibilities in the Original Agreement to MBNA America pursuant to the terms of an Assignment Agreement and Mutual Release between Bank and NIUAA; and

WHEREAS, MBNA America took assignment of the Original Agreement pursuant to the terms of an Assignment and Assumption Agreement between Bank and MBNA America; and

WHEREAS, NIUAA and MBNA America mutually desire to amend and restate the Original Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Agreement.
2. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B and Attachment #1.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Effective Date" means the date in which the Assignment and Assumption Agreement between MBNA America and Bank becomes effective.

- (e) "Financial Service Product" means any credit card program or charge card program.
- (f) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (g) "Member" means alumni of the University; members of the alumni association; friends, faculty and staff of the University; and/or other potential participants mutually agreed to by NIUAA and MBNA America.
- (h) "NIUAA Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with NIUAA.
- (i) "NIUAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by NIUAA or any NIUAA Affiliate during the term of this Agreement.
- (j) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (k) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (l) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.
- (m) "Royalties" means the compensation set forth in Schedule A.
- (n) "Trademarks" means the NIUAA Trademarks and the University Trademarks.
- (o) "University" means Northern Illinois University and any office or department of, or affiliated or associated with, Northern Illinois University, including but not limited to the athletic department and the office of student affairs of Northern Illinois University.
- (p) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF NIUAA

(a) NIUAA agrees that during the term of this Agreement it will and will cause University to endorse the Program exclusively and that neither NIUAA, any NIUAA Affiliate nor University 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; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, NIUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by NIUAA of said financial institution or advertising for a Financial Service Product.

(b) NIUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) NIUAA authorizes MBNA America to solicit Members by mail, direct promotion, Internet, advertisements and/or telephone for participation in the Program. Notwithstanding the foregoing, e-mail solicitation will require the express approval of NIUAA in each instance.

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

(e) Within thirty (30) days following the request of MBNA America, NIUAA shall provide MBNA America with the Mailing List free of any charge; provided, however, that NIUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that NIUAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by NIUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due NIUAA. NIUAA shall provide the first Mailing List, containing at least **One Hundred Sixty-Two Thousand (162,000)** non-duplicate names of Members, with all corresponding

information, as soon as possible but no later than thirty (30) days after NIUAA's execution of this Agreement.

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

(g) NIUAA hereby grants MBNA America and its affiliates a limited, exclusive license or sublicense (as the case may be) to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license or sublicense shall be transferred upon assignment of this Agreement. This license or sublicense 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. NIUAA shall provide MBNA America all Trademark production materials (*e.g.*, camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after NIUAA's execution of this Agreement. Nothing stated in this Agreement prohibits NIUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) NIUAA shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the Internet site(s) of NIUAA. MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. NIUAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request. NIUAA shall provide MBNA America with the ability to access any and all pages within the NIUAA Internet site(s), including without limitation any "members only" or other restricted access pages.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written

approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of NIUAA.

(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 NIUAA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of NIUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by NIUAA.

(f) Subject to applicable law and regulation, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in MBNA America's judgment for the solicitation of Credit Card Account applications. NIUAA shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. MBNA America shall not be required to pay amounts to any third party (*e.g.*, any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of NIUAA or an NIUAA Affiliate for such gifts or premiums. NIUAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to MBNA America such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to NIUAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by MBNA America), then MBNA America is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due NIUAA.

5. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(b) NIUAA represents and warrants to MBNA America as of the Effective Date and throughout the term of this Agreement that it has the right and power to license the NIUAA Trademarks and to sublicense the University Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. NIUAA further represents and warrants to MBNA America as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products. NIUAA 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 (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. 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.

6. ROYALTIES

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

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

7. PROGRAM ADJUSTMENTS

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

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 NIUAA 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 requested by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2013. 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 NIUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or NIUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, 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 or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

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

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

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 5(b), 8, 11(c), 11(d) and 11(f) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to NIUAA:

NIUAA
801 Lucinda Avenue
DeKalb, IL, 60115

ATTENTION: **Michael P. Malone**
Executive Director; NIUAA Alumni Association

Fax #: (815) 753-1839

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-0805

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, NIUAA 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 consent of NIUAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit card accounts are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

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

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

NORTHERN ILLINOIS UNIVERSITY **MBNA AMERICA BANK, N.A.**
ALUMNI ASSOCIATION

By: Malone

By: [Signature]

Name: MICHAEL P. MALONE

Name: Scott A. Green

Title: EXECUTIVE DIRECTOR
NIU ALUMNI ASSOCIATION

Title: Senior Exec. Vice President.

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer, other than the annual fee assessed upon the opening of the consumer Credit Card Account or waived pursuant to a special program. 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 consumer Credit Card Account which: (i) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and (ii) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by 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: (i) 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 (ii) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

C. ORIGINAL ADVANCE AND GUARANTEE

1. NIUAA hereby acknowledges that it received One Million Five Hundred Thousand Dollars (\$1,500,000) as an advance against future royalties under the Original Agreement (the "Original Advance"). The parties hereby agree that as of the Effective Date the unrecouped portion of the Original Advance is \$759,493.71 as of August 31, 2005 (the "Unrecouped Advance").
2. All Royalties accrued from the Effective Date through and including December 31, 2008 shall, in lieu of direct payment to NIUAA, be applied against the Unrecouped Advance until such time as the Unrecouped Advance is fully recouped. If MBNA America fully recoups the Unrecouped Advance prior to December 31, 2008 then any Royalties accrued from the date that such Unrecouped Advance is fully recouped through and including December 31, 2008 shall be paid to NIUAA as set forth in this Agreement.
3. NIUAA shall be guaranteed to accrue Royalties at least equal to the amount of the Unrecouped Advance from the Effective Date through and including December 31, 2008. If on December 31, 2008, NIUAA has not accrued Royalties at least

equal to the amount of the Unrecouped Advance, MBNA America will deem the difference between the dollar amount of the Unrecouped Advance and the dollar amount of Royalties accrued against such Unrecouped Advance as of December 31, 2008 to be fully earned as of December 31, 2008.

D. ROYALTY ADVANCE

1. Within forty-five (45) days after each of the following dates MBNA America shall pay to NIUAA the following corresponding amounts:

<u>DATE</u>	<u>ADVANCE AMOUNT</u>
January 1, 2009	\$200,000 (Two Hundred Thousand Dollars)
January 1, 2010	\$200,000 (Two Hundred Thousand Dollars)
January 1, 2011	\$200,000 (Two Hundred Thousand Dollars)
January 1, 2012	\$200,000 (Two Hundred Thousand Dollars)
January 1, 2013	\$200,000 (Two Hundred Thousand Dollars)

(each, an "Advance"), as an advance against future Royalties accrued pursuant to this Agreement on and after January 1, 2009, subject to the provisions set forth below. All Royalties accrued on and after January 1, 2009 shall, in lieu of direct payment to NIUAA, be applied against each of the above referenced Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to NIUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any Advances to NIUAA hereunder, and (y) NIUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of any Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) The Agreement is terminated prior to December 31, 2013;
- (ii) NIUAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period commencing January 1, 2009, and continuing during the remaining term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period commencing January 1, 2009, and continuing during the remaining term of the Agreement;

(v) University endorses, sponsors or promotes any Financial Service Product of any entity other than MBNA America.

2. Beginning January 1, 2009, if during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to NIUAA, and pays NIUAA Royalties accrued by NIUAA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

E. ROYALTY GUARANTEE

NIUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance(s) described in Subsection J.1, above) equal to or greater than One Million Dollars (\$1,000,000) (the "Guarantee Amount") during the period commencing on January 1, 2009 and ending on December 31, 2013, subject to the provisions set forth below. If on December 31, 2013 NIUAA has not accrued \$1,000,000 in Royalties, MBNA America will pay NIUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by NIUAA from January 1, 2009 through and including December 31, 2013 and the amount of any unrecouped Advance. 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 D.1, above.

F. SPONSORSHIP PAYMENT

On or before January 15, 2006 and on the annual anniversary date thereafter in calendar years 2006 and 2007, MBNA America shall pay to NIUAA \$20,000 (Twenty Thousand Dollars) to sponsor the NIUAA Annual Dinner (each a "Sponsorship Payment"). In consideration of each Sponsorship Payment NIUAA will recognize MBNA America as the title sponsor in all advertisements, promotional material, brochures and signage of or related to the NIUAA Annual Dinner in a manner that is satisfactory to MBNA America.

DEPOSIT PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 4th day of April, ²⁰⁰⁸2007, (the "Addendum Effective Date"), by and between NORTHERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION ("NIUAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns. 4-22-08

WHEREAS, NIUAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of August 29, 2005, as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of NIUAA; and,

WHEREAS, NIUAA and Bank mutually desire to amend the Agreement to include consumer deposit products, money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product; and (ii) as another part of NIUAA's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, NIUAA 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. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program 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 Members, including without limitation those persons included on Mailing Lists provided by NIUAA under the Agreement.
3. 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/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's 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 and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. NIUAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. NIUAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of NIUAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, NIUAA will receive the royalties set forth below in consideration for NIUAA's participation in the Deposits Program. Deposit Account royalties will not be paid to NIUAA 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 (b) below or otherwise.

(a) \$10 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) 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.

(b) 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 savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits 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.

6. The royalties for Deposits set forth in Section 5 of this Addendum shall not affect any other payments for royalties or otherwise, contained in the Agreement, and the payments for royalties or otherwise 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 5 of this Addendum directly to NIUAA and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that NIUAA receives or may receive under the Agreement.
7. Notwithstanding anything contained in the Agreement to the contrary, NIUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively

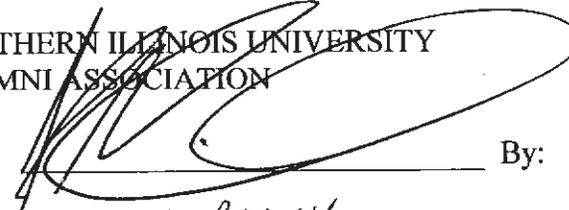
"Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using NIUAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless NIUAA consents to Bank's use of the Mailing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). 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.

8. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end on December 13, 2013 ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term or any renewal term for successive two-year periods ("Deposit Program Renewal Term(s)"), 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 scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term, as applicable. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and NIUAA shall not take any action to cause the removal of, NIUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") 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. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to NIUAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by NIUAA.
10. 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.
11. For a one (1) year period following the termination of the Deposit Program for any reason, NIUAA agrees that neither NIUAA nor any NIUAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar

to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.

- 12. NIUAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by NIUAA or Bank, respectively as the case may be, or its directors, officers or employees.
- 13. 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.

NORTHERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION	FIA CARD SERVICES, N.A.
By: 	By: 
Name: <u>Joseph P. Matthy</u>	Name: <u>DAVID BOORA</u>
Title: <u>Executive Director</u>	Title: <u>SVP</u>
Date: <u>4/4/08</u>	Date: <u>4.22.08</u>

ADDENDUM

THIS ADDENDUM (the "**Addendum**") is entered into as of the 1st day of May, 2010, by and between Northern Illinois University Alumni Association ("**NIUAA**") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("**Bank**"), for themselves and their respective successors and assigns.

WHEREAS, NIUAA and Bank are parties to an Amended and Restated Affinity Agreement entered into as of August 29, 2005, as the same has been amended (the "**Agreement**"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of NIUAA; and

WHEREAS, NIUAA and Bank mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of NIUAA's Program (the "**Program**"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Section 2 of the Agreement is hereby amended to include the following definitions:

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

"**Group Incentive Program**" or "**GIP**" means any credit card marketing or program whereby NIUAA conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

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

3. The Agreement is hereby amended by deleting Section 3(h) and adding a new Section 13 as follows:

13. GROUP MARKETING

- (a) NIUAA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by NIUAA, including, but not limited to, any GIP ("**NIUAA Marketing Effort**"). NIUAA will give Bank sixty (60) days prior notice prior to engaging in any NIUAA Marketing Effort.
- (b) All GIP marketing materials will be coded by NIUAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle NIUAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any NIUAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any NIUAA Marketing Effort. In furtherance of the above, NIUAA shall immediately discontinue any or all NIUAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. NIUAA will not deviate from the approved materials and plan for any NIUAA Marketing Effort without the prior written approval of Bank.

- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any NIUAA Marketing Effort or of supporting any NIUAA Marketing Effort will be promptly reimbursed by NIUAA upon demand.
- (e) NIUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any NIUAA Marketing Effort.
- (f) NIUAA will advertise all the products offered under the Program on NIUAA's home page, account profile pages and such other prominent locations within the internet site(s) of NIUAA as the parties shall mutually agree upon, all at NIUAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle NIUAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. NIUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, NIUAA will provide Bank with the ability to access any and all pages within the NIUAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.
- (g) During the term of this Agreement, NIUAA agrees to conduct on its own, at its expense and on an ongoing basis the following NIUAA Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include links to a Bank Deposits application url and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging.

4. Section 11(e) of the Agreement and the first two sentences in Section 9 of the Deposit Program Addendum to the Agreement, dated April 4, 2008, are hereby deleted and replaced with the following:

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

shall have the right to use NIUAA Trademarks on such debit devises, checks and records until their normally scheduled reissue date or exhaustion.

5. During the term of the Agreement, Bank will pay NIUAA a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

1. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

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

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

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

NORTHERN ILLINOIS UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: 

By: 

Name: Joseph A. Matly

Name: Micarra L. Parsons Jr.

Title: Executive Director

Title: SVP

Date: 6/1/10

Date: 7.7.2010