

**AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 16th day of January, 1998 (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 NORTHERN IOWA ALUMNI ASSOCIATION, having its principal place of business in Cedar Falls, Iowa ("UNIAA") for themselves, and their respective successors and assigns.

WHEREAS, UNIAA and MBNA America are parties to an affinity agreement last dated September 30, 1993, as the same was amended by addendum dated November 4, 1994 (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 UNIAA; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Alumni Member" means a member of UNIAA.
- (c) "Alumni Non-Member" means alumni of the University of Northern Iowa who are not members of UNIAA.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (e) "Customer" means any Member who is a participant in the Program.
- (f) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment credit and/or charge card programs.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

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- (h) "Member" means (1) an Alumni Member; (2) an Alumni Non-Member; (3) a Student Member; and/or other potential participants mutually agreed to by UNIAA and MBNA America..
- (i) "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.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Student Member" means a student of the University of Northern Iowa.
- (l) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UNIAA during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF UNIAA

- (a) UNIAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) 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 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, UNIAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UNIAA of said financial institution or the advertised Financial Service Product.
- (b) UNIAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) UNIAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) UNIAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UNIAA's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, UNIAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by UNIAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UNIAA. The initial Mailing List shall contain at least seventy-five thousand (75,000) names with corresponding postal addresses and, when available, telephone numbers.
- (f) UNIAA shall provide information to or otherwise communicate with Members or potential Members about the Program only with MBNA America's prior written approval, except

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for current advertising and solicitation materials provided by MBNA America to UNIAA. Notwithstanding the above, UNIAA 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 UNIAA. Any correspondence received by UNIAA 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) UNIAA 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 UNIAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(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 UNIAA.

(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 UNIAA. 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 UNIAA.

4. REPRESENTATIONS AND WARRANTIES

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

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

(b) UNIAA 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. UNIAA 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.

(c) MBNA America represents and warrants to UNIAA that it will operate the Program in accordance with all material applicable State and federal laws.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UNIAA. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. CROSS INDEMNIFICATION

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UNIAA 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 UNIAA or MBNA America, respectively as the case may be, or its directors, officers or employees. UNIAA 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.

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 UNIAA 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 initial term of this Agreement will begin on the Effective Date and end on January 31, 2003. 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

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(a) In the event of any material breach of this Agreement by MBNA America or UNIAA, 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 UNIAA 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 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 UNIAA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UNIAA shall not attempt to cause the removal of UNIAA'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 4(b), 6, 8 11(c), 11(d) and 13 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.

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(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 UNIAA:

The University of Northern Iowa Alumni Association
204 Commons
Cedar Falls, IA 50614-0284

ATTENTION: Ms. Noreen Hermansen
Executive Director and Secretary

(2) If to MBNA America:

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

ATTENTION: Division Manager,
Group Administration/Sales

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, 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 UNIAA 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 UNIAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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(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.

13. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide UNIAA 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) UNIAA shall return to MBNA America each Customer List, in the same form as received by UNIAA within thirty (30) days of receipt of such Customer List. UNIAA 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 UNIAA may contain "dummy" 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 UNIAA. A violation of this Agreement is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (i) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" 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. UNIAA expressly acknowledges and agrees that UNIAA has no property right or interest whatsoever in any Customer List. UNIAA 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 UNIAA shall keep in confidence and trust all Customer Lists. UNIAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and UNIAA specifically but not by way of

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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) UNIAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. UNIAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. UNIAA 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 UNIAA from time to time. UNIAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UNIAA who need such access to perform their duties for UNIAA. In view of the confidential nature of the Customer List, UNIAA warrants that UNIAA 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 Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by UNIAA 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 Agreement, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. Provided that UNIAA complies with the provisions of subsection (e) of this Section 12, a violation of this Section 12 as a result of events beyond the control of UNIAA or not resulting from UNIAA's acts or omissions shall not be subject to the above sentence. In addition, UNIAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by UNIAA and/or its employees, volunteers, agents or representatives of this Agreement, 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 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 UNIAA 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, UNIAA 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.

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

UNIVERSITY OF NORTHERN
IOWA ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Noreen Hermansen

By: John Richmond

Name: Noreen Hermansen

Name: JOHN RICHMOND

Title: Exec. Director & Secretary

Title: SEVA

Date: January 18, 1998

Date: 2/10/98

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. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Alumni Member Platinum Plus Credit Card Accounts will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Alumni Member Gold and Preferred Credit Card Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate for Alumni Non-Member Platinum Plus Credit Card Accounts will be a variable rate of prime plus 8.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. The current annual percentage rate for Alumni Non-Member Gold and Preferred Credit Card Accounts will be a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
6. The current annual percentage rate for Student Member Credit Card Accounts will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
7. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

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1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 16.9%.

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SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Member and Alumni Non-Member 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 Alumni Member and Alumni Non-Member 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 Alumni Member or Alumni Non-Member Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 3.00 (three dollars) for each Student Member 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 Student Member 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 Student Member Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. \$0.25 (twenty five cents) for each retail purchase transaction made by a Customer using a Student Member 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)).
5. 0.50% (one half of one percent) of all retail purchase, cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Member or Alumni Non-Member Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

C. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

D. ROYALTY ADVANCE.

1. Upon full execution of this Agreement, MBNA America shall pay to UNIAA the sum of Six Hundred Thousand Dollars (\$600,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UNIAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to UNIAA as set forth in this Agreement. Notwithstanding the foregoing, UNIAA 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 (v) below should occur:

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

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- (iii) UNIAA prohibits or otherwise prevents MBNA America from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) UNIAA prohibits or otherwise prevents MBNA America from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; or
- (v) UNIAA prohibits MBNA America from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

E. ROYALTY GUARANTEE.

UNIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Six Hundred Thousand Dollars (\$600,000) (the "Guarantee Amount") by the end of January 31, 2003. 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.

G. SPONSORSHIP

Each year during the term of this Agreement, MBNA America shall sponsor the UNIAA Student Membership Program up to a total amount not to exceed Ten Thousand Dollars (\$10,000) per year. MBNA America shall deduct such costs from Royalties due UNIAA. In addition, MBNA America will offer one (1) student internship at one of MBNA America's regional or district offices and will offer a Student On Campus Program.

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**ADDENDUM TO
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 22 day of July, 2002, by and between the UNIVERSITY OF NORTHERN IOWA ALUMNI ASSOCIATION ("UNIAA ") and MBNA AMERICA BANK, N.A. ("MBNA"), for themselves and their respective successors and assigns.

WHEREAS, UNIAA and MBNA America are parties to an affinity agreement dated January 18, 1998 as the same may have been amended (the "Agreement") wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UNIAA; and

WHEREAS, UNIAA and MBNA America mutually desire to extend the term of the Agreement and to revise the amount of royalties MBNA America currently pays to UNIAA pursuant to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UNIAA 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 this Agreement.
2. The current term of the Agreement is hereby extended so as to end on January 31, 2008. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days prior to the last date of such term or renewal term, as applicable. This section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement and all notices required to not renew this Agreement.
3. Effective January 31, 2003, Schedule A of the Agreement is hereby amended by adding new paragraph C, as follows:

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.

2. The current annual percentage rate is as low as 11.99%.

4. Paragraphs D and E of Schedule B are hereby deleted and replaced in their entirety as follows:

D. ROYALTY ADVANCES.

1. On January 31, 2003 and January 31, 2004, MBNA America shall pay to UNIAA the sum of three hundred thousand dollars (\$300,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UNIAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UNIAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UNIAA hereunder, and (y) UNIAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UNIAA breaches any of its material obligations under this Agreement;
- (iii) UNIAA prohibits or otherwise prevents MBNA America from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) UNIAA prohibits or otherwise prevents MBNA America from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) UNIAA prohibits MBNA America from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve-month period during the term of the Agreement.

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

UNIAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred thousand dollars (\$700,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UNIAA has not accrued \$700,000 in Royalties, MBNA America will pay UNIAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UNIAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection D.1., above.

5. Paragraph G of Schedule B is hereby redesignated as "F", deleted and replaced in its entirety as follows:

F. SPONSORSHIP

Provided UNIAA is not in breach hereunder, beginning January 31, 2003, MBNA America will pay to UNIAA \$52,000 on January 31, 2003, and will pay to UNIAA four additional annual payments of \$52,000 on January 31 of each ensuing year with the final payment due on January 31, 2007. Payments under this paragraph F of Schedule B are in addition to all other payments called for in this Agreement and shall not be counted against the Guarantee amount.

6. Effective January 31, 2003, paragraph A. 5 of Schedule B of the Agreement, is hereby deleted and replaced in its entirety with the following:

5. 0.50% (one-half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Member or Non-Member 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)).

7. Effective January 31, 2003, Schedule B is hereby amended by adding new paragraph G, as follows:

G. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

8. 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.

9. 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 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 NORTHERN IOWA
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Noreen Hermansen

By: Michael Devich

Name: Noreen Hermansen
Executive Director UNI Alumni
Title: Director of Alumni Relations ASSOC.

Name: Michael Devich
Title: SELF

Date: July 22, 2002

Date: August 1, 2002



www.MBNA.com

MBNA Marketing Systems, Inc.

25875 Science Park Drive

Beachwood, Ohio 44122

(216) 545-4200

(888) 763-0472

June 25, 2002

Noreen Hermansen
Executive Director
The University of Northern Iowa Alumni Association
204 Commons
Cedar Falls, IA 50614

Dear Noreen,

MBNA is looking forward to continuing to serve the University of Northern Iowa Alumni Association and to providing even greater success for your affinity program. As we work through the process of completing the renewal addendum, this letter expresses UNIAA's intent to extend the credit card relationship between UNIAA and MBNA. We are excited about continuing the relationship between our organizations.

The specifics of the contract extension are:

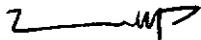
- The term of the existing contract is amended to extend through January 31, 2008. UNIAA may terminate the agreement provided such termination notice is made not less than 90 days and not more than 180 days prior to January 31, 2008.
- The UNIAA is guaranteed to earn at least Seven Hundred Thousand Dollars (\$700,000) in royalties during the five-year term of the extension. MBNA will make advance payments totaling Six Hundred Thousand Dollars (\$600,000): Three Hundred Thousand Dollars (\$300,000) by January 31, 2003, and Three Hundred Thousand Dollars (\$300,000) by January 31, 2004.
- All current per account compensation levels will remain the same as in the current contract with one exception: the .50% paid for cash advance/cash equivalent transaction volume will be removed. In its place UNIAA will receive \$260,000 in additional compensation as follows: \$260K paid in five \$52,000 annual installments each January 31.
- Each year of the agreement MBNA will continue to receive full marketing access. UNIAA will continue to pursue additional marketing opportunities such as e-mail and new list access (e.g., donors, ticket buyer inserts) in good faith, as well as incremental marketing opportunities that may become available.

- MBNA's *Gold Option* loan product will also be added to the addendum. Per account compensation for these accounts will be paid as follows: \$.50 per new account, \$2.00 per renewed account, and .25% of average of all month end outstanding balances.

Each party to this letter understands and agrees that certain changes to the existing agreement may be desirable, and the parties agree to negotiate such proposed changes in good faith.

Thank you again for giving MBNA the opportunity to continue to serve the University of Northern Iowa Alumni Association.

Sincerely,



Robert M. Pavlik
Vice President

UNIVERSITY OF NORTHERN IOWA
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Noreen Hermansen

By: Michael Durrod

Name: Noreen Hermansen

Name: Michael Durrod

Title: Exec. Director UNI Alumni Assoc

Title: SEVP

Date: 6-27-02

Date: July 12, 2002

cc Jennifer Albertsen 204 Commons
David Mason
415 Clay Street
C.F., IA 50613

**REWARDS ADDENDUM
TO THE UNIVERSITY OF NORTHERN IOWA ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 2nd day of January, 2004, by and between **University of Northern Iowa Alumni Association** ("UNIAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNIAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UNIAA; and

WHEREAS, UNIAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of UNIAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UNIAA 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. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by UNIAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. UNIAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of UNIAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, UNIAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
6. Upon termination or expiration of the Agreement, or any aspect of the Program, UNIAA shall not take action to cause the removal of UNIAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a

"Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, UNIAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. UNIAA represents and warrants that UNIAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America 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.

8. 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 NORTHERN IOWA ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By: <u>Noreen Hermansen</u>	By: <u>[Signature]</u>
Name: <u>Noreen Hermansen</u>	Name: <u>Hal Erskine</u>
Title: <u>President, UNI Alumni Assoc</u>	Title: <u>SEVP</u>
Date: <u>1/13/04</u>	Date: <u>1/23/04</u>

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay UNIAA a Royalty calculated as follows, for those Reward Credit Card 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. \$1.00 (one dollar) for each new Alumni Member or Alumni Non-Member 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 an Alumni Member or Alumni Non-Member Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni Member or Alumni Non-Member 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 Alumni Member or Alumni Non-Member 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 Alumni Member or Alumni Non-Member Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Member or Alumni Non-Member Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Member or Alumni Non-Member 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)).

**TERM EXTENSION ADDENDUM
TO THE UNIVERSITY OF NORTHERN IOWA ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of April, 2008 (the "Addendum Effective Date") by and between University of Northern Iowa Alumni Association ("UNIAA"), and FIA Card Services, N. A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UNIAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of January 18, 1998, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of UNIAA; and

WHEREAS, UNIAA and Bank mutually desire to extend the term of the Agreement and make certain other changes contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UNIAA 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. All references in the Agreement to the defined term "MBNA America" shall hereinafter be read as if they said "Bank."
2. The current term of the Agreement is hereby extended to end on March 31, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following terms and their meanings are hereby added to Section 1 of the Agreement:
 - "Eligible Royalties"** mean all Royalties that accrue and are payable under the Agreement, except for Royalties that accrue and are payable pursuant to any GIP.
 - "Emerging Credit Card Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.
 - "Emerging Credit Card Reward Account"** means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

“Emerging Credit Card GIP Account” means an Emerging Credit Card Account opened pursuant to a GIP in which UNIAA complies with the GIP provisions of the Agreement.

“Emerging Credit Card Reward GIP Account” means an Emerging Credit Card Reward Account opened pursuant to a GIP in which UNIAA complies with the GIP provisions of the Agreement.

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

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

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

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

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

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

“University” means the University of Northern Iowa and any office or department of, or affiliated or associated with, the University of Northern Iowa, including but not limited to the athletic department and the office of student affairs of the University of Northern Iowa.

“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.

4. Sections 1(b), (c), and (k) are hereby deleted from the Agreement in their entireties.
5. The following defined terms are hereby amended to read in their entireties as follow:

“Financial Service Product” means any (i) credit card program, charge card program, or travel and entertainment credit and/or charge card program (individually and collectively “Card Services”); (ii) unsecured installment loan program or unsecured revolving loan program (individually and collectively “Loans”); and (iii) debit card programs or deposit programs.

“Mailing List” means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or reasonably selected membership characteristics.

“Member” means a member of UNIAA; alumni of the University; and/or other potential participants mutually agreed to by UNIAA and Bank.

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

“Trademark” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UNIAA during the term of this Agreement, including without limitation any University Trademark used by UNIAA during the term of this Agreement.

6. The parties hereby agree to insert the following text after the word “Members” and before the word “in” in the seventh line of Section 2(a) of the Agreement: “or any students, faculty or staff of the University,” so that the entire clause will read as follows:

“; 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 Members or any students, faculty or staff of the University in relation to or for promoting any Financial Service Product of any entity other than Bank.”

The parties further agree that, except to the extent that any such act pertains to Members, UNIAA shall not be deemed to be in breach of Section 2(a) of the Agreement, as amended above, by reason of or resulting from any act of or by the University, provided that University performs any such act independent from and/or without the aid, participation or assistance of UNIAA.

7. Section 2(c) of the Agreement is hereby amended to read in its entirety as follows:

“(c) UNIAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements and/or telephone for participation in the Program.”

8. Section 2 of the Agreement is hereby amended to include the following new subsection (h):

“(h) UNIAA will permit Bank to advertise the Program on its home page and at other prominent locations within the internet site(s) of UNIAA free of any charge. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle UNIAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UNIAA will modify or remove such advertisements within twenty-four hours of Bank’s request. UNIAA will provide Bank with the ability to access any and all pages within the UNIAA internet site(s) that contain a Program advertisement and/or hyperlink.”

9. Section 3 of the Agreement is hereby amended to include the following new subsection (f):

“(f) Subject to applicable law and regulation, Bank 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 Bank’s judgment for the solicitation of Credit Card Account applications. UNIAA will have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank’s discretion. Bank will 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 UNIAA, any UNIAA affiliate or University for such gifts or premiums. UNIAA 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 Bank 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 UNIAA’s waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person will otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due UNIAA.”

10. Sections 4(b) and 4(c) of the Agreement are hereby deleted in their entirety and replaced with the following new Section 4(b):

“(b) UNIAA represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that it has the right and power to license the Trademarks and, if applicable, to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. UNIAA further represents and warrants to Bank 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 may use, license or sub-license the University Trademarks in connection with any Card Services or Loans,

that has access to the Mailing List or that may grant any entity other than Bank the right to market Card Services or Loans at University athletic events.”

11. Sections 5, 6 and 7 of the Agreement are hereby amended to read in their entireties as follows:

“5. ROYALTIES

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

(b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, Bank will provide UNIAA 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.

6. CROSS INDEMNIFICATION

UNIAA 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 UNIAA or Bank, respectively as the case may be, or its directors, officers or employees. UNIAA will indemnify and hold harmless Bank and its Indemnitees from and against Losses arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon or from use of any Mailing List(s) by Bank 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 that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

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

12. Section 11 of the Agreement is hereby amended to include the following new subsection (e):

“(e) If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with

all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify UNIAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If within thirty business days after UNIAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to UNIAA, upon ninety days advance written notice."

13. Section 12(b) of the Agreement is hereby amended to read in its entirety as follows:

"The obligations in Sections 4(b), 6, 8, 11(c), 11(d), 13(b-g), and 14(e) will survive the expiration or any earlier termination of this Agreement."

14. The contact information set forth in Section 12(f) of the Agreement is hereby revised as follows:

(1) If to UNIAA:

University of Northern Iowa Alumni Association
1012 W. 23rd Street
Cedar Falls, IA 50614-0284

ATTENTION: Mr. Mark Jastorff,
President/CEO UNI Alumni Association

Fax #: (319) 273-3458

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

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Jeffrey Fincher
Card Group Sr. Sales Executive

Fax #: (302) 432-2957

15. Section 13(a) is hereby amended to read in its entirety as follows:

"13(a) Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), Bank will provide UNIAA 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. Notwithstanding any provision of the Agreement, Bank will not provide any Customer List or Customer Information otherwise required to be provided by it to UNIAA, and may restrict any use by UNIAA of any Customer List or Customer Information which is provided by Bank to UNIAA, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bank-wide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on Bank.”

16. The Agreement is hereby amended to include the following new Section 14:

“14. GROUP INCENTIVE PROGRAM

- (a) Bank will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UNIAA pursuant to any GIP. In that regard, UNIAA will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UNIAA to the GIP Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by UNIAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will not be considered eligible for any of the GIP Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, Bank will have the right of prior approval of all advertising and solicitation materials distributed by UNIAA pursuant to any GIP. Bank will have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UNIAA pursuant to any GIP will be deducted from any or all Royalty payments due UNIAA under this Agreement.
- (e) UNIAA will comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.”

17. Schedule A of the Agreement, as amended by that certain Addendum to the Agreement dated July 22, 2002 (the “**2002 Addendum**”) and Schedule B of the Agreement, as amended by

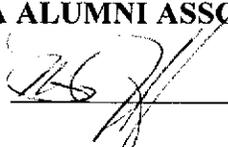
the 2002 Addendum, are each hereby deleted in their entireties and replaced with a new Schedule A, as set forth in Attachment #1, attached hereto and made part of the Agreement.

18. Sections 5 and Attachment #1 to that certain Rewards Addendum to the Agreement dated as of January 2, 2004 are hereby deleted in their entireties.

19. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. For the avoidance of doubt, the parties hereby agree that that certain Letter Agreement between the parties dated June 25, 2002 is void and no longer of any force or effect. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

**UNIVERSITY OF NORTHERN
IOWA ALUMNI ASSOCIATION**

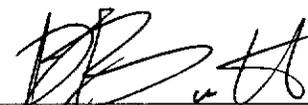
By: 

Name: MARK JASTOREK

Title: PRESIDENT & CEO, UNIAA

Date: 5-08-08

FIA CARD SERVICES, N.A.

By: 

Name: DAVID BOOTH

Title: SVP

Date: 6.3.08

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer 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. \$75.00 (seventy-five dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward 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 Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. 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. \$1.00 (one 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. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward 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 Reward 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 Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Reward Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollar) for each Emerging Credit Card 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 Emerging Credit Card 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 Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new consumer Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.
3. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon

outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days following the end of the calendar year in which it is earned.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new consumer Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.
3. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days following the end of the calendar year in which it is earned.

G. ROYALTY ADVANCE

1. Within forty-five (45) days of full execution of this Addendum, and upon each annual anniversary of the Addendum Effective Date from April 1, 2009 through and including April 1, 2012, Bank shall pay to UNIAA the sum of one hundred thirty-five thousand dollars (\$135,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to UNIAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UNIAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UNIAA hereunder, and (y) UNIAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to March 31, 2013;
- (ii) UNIAA breaches any of its obligations under this Agreement;

(iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(v) Bank is prohibited or otherwise prevented from conducting at least two (2) email campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(vi) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; provided that Bank gives UNIAA advance notice of its desire to conduct an on-campus promo campaign at an event at least thirty (30) days prior to the date of such event; or

(vii) University: (i) sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any entity (other than Bank) the providing of, any Card Services or Loans of any entity other than Bank; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting any Card Services or Loans of any entity other than Bank; or (iii) sells, rents or otherwise makes available or allows others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members or students, faculty, or staff of University in relation to or for promoting any Card Services or Loans of any entity other than Bank.

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

H. ROYALTY GUARANTEE

1. UNIAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than six hundred seventy-five thousand dollars (\$675,000) (the "Guarantee Amount") by March 31, 2013, subject to the provisions set forth below. If as of March 31, 2013 UNIAA has not accrued \$675,000 in Eligible Royalties, Bank will pay UNIAA an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by UNIAA from April 1, 2008 through March 31, 2013 and all unrecouped Advances. Notwithstanding the foregoing, this

Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of February, 2010 (the "Addendum Effective Date") by and between University of Northern Iowa Alumni Association ("UNIAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UNIAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of January 18, 1998, 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 UNIAA; and

WHEREAS, UNIAA and Bank mutually desire to modify the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by deleting the following terms and accompanying definitions: "Gold Option Account" and "Gold Reserve Account".
3. The parties hereby agree the Mailing Lists will not contain the names of undergraduate or graduate students of University of Northern Iowa.
4. UNIAA and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to UNIAA for any student Credit Card Accounts; however, pursuant to the trademark license granted by UNIAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.
5. The following sentence is hereby added to the end of Section 2(c) of the Agreement:

"Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from accepting applications from students under the Program."
6. Sections E and F of Schedule A are hereby deleted from the Agreement in their entireties.
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

UNIVERSITY OF NORTHERN IOWA
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: 

By: 

Name: Mark A. Jastorff

Name: MICHAEL L. PARSONS JR

Title: President/CEO, UNIAA

Title: SVP

Date: January 28, 2010

Date: 3.2.2010