

AGREEMENT

This Agreement is entered into as of this 24th day of Nov, 1997 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and ILLINOIS STATE UNIVERSITY, an educational institution having its principal place of business in Normal, Illinois ("ISU") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by ISU or the Customer as an undergraduate student of Illinois State University.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, and travel and entertainment card programs. This definition shall not include the corporate card and the procurement card programs used for ISU employee business expenses.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni of Illinois State University and/or other potential participants mutually agreed to by ISU and MBNA America.
- (g) "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.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by ISU during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ISU

(a) ISU 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, ISU may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ISU of said financial institution or the advertised Financial Service Product.

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

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

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

(e) Upon the request of MBNA America, ISU 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 ISU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ISU. Each Mailing List shall contain at least one hundred twenty seven thousand (127,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) ISU shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ISU. Notwithstanding the above, ISU 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 ISU. Any correspondence received by ISU 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) ISU 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 ISU 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 ISU.
- (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 ISU.
- (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 ISU. 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 ISU.

4. REPRESENTATION AND WARRANTIES

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

(b) ISU 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. ISU will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

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

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

6. PROGRAM ADJUSTMENTS

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

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to 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 ISU 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.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on November 30, 2002. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ISU, 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 ISU 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 9(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 ISU to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ISU shall not attempt to cause the removal of ISU'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 or the end of the Recoupment Period (as defined below), whichever is later.

(e) Notwithstanding anything else in this Section 9, for up to one year after termination of the Agreement, MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped any payments previously made to ISU, which are subject to recoupment under the Agreement, ("Recoupment Period").

10. MISCELLANEOUS

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

(b) The obligations in Sections 4 (b), 7, 9 (c), 9 (d), and 9 (e) shall survive any termination of this Agreement.

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

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

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

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

(1) If to ISU:

ILLINOIS STATE UNIVERSITY
Alumni Services
Campus Box 3100
Normal, IL 61790-3100
ATTENTION: Ms. Barbara Tipsord Todd, Director of Alumni Services

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
1100 North King Street
Wilmington, Delaware 19884
ATTENTION: Mr. John Richmond, Senior Executive Vice President

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and ISU 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 ISU 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.

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

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

ILLINOIS STATE UNIVERSITY

By: Charles A Taylor

Title: V.P. Bus. + Fin.

MBNA AMERICA BANK N.A.

By: John Richmond

Title: Senior Executive Vice President

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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:

1. There is NO Annual Fee.
2. For Alumni Customers, the current annual percentage rate on Standard 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 Alumni Customer's delinquency.
3. For Alumni Customers, the current annual percentage rate on Gold 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 Alumni Customer's delinquency.
4. For Alumni Customers, the current annual percentage rate on Platinum 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 Alumni Customer's delinquency.
5. For Student Customers, the current annual percentage rate 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 Student Customer's delinquency.
6. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay ISU 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 Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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. .50% of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).

B. ROYALTY ADVANCE

1. Upon implementation of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to ISU eight hundred fifteen thousand dollars (\$815,000) minus approximately \$125,000 to reimburse First of America Bank for unrecouped ISU Royalties. Additionally, upon each of the four annual anniversaries of the Effective Date during the initial term of this Agreement, MBNA America shall pay to ISU one hundred seventy-one thousand two hundred fifty dollars (\$171,250) (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 ISU, be applied against the Advances until such time as the Advances are fully recouped. Any

Royalties accrued thereafter shall be paid to ISU as set forth in this Agreement. Notwithstanding the foregoing, MBNA America shall no longer be obligated to pay any additional Advances to ISU hereunder, and ISU hereby promises to pay America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA American 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 (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) ISU breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least Three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least Two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement; and
- (vi) ISU or an affiliate of Illinois State University, directly or indirectly markets or permits the marketing of any Financial Service Products to any of the Members.

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full updated Mailing List.

C. ROYALTY GUARANTEE

ISU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million five hundred thousand dollars (\$1,500,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement. If on the last day of the full initial term of this Agreement ISU has not accrued \$1,500,000 in Royalties, MBNA America will pay ISU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ISU during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent the non-occurrence of any of the conditions set forth in Subsection B.1., above

10/15/97: mmb

ADDENDUM TO THE ILLINOIS STATE UNIVERSITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 26th day of July, 2002 by and among Illinois State University, an educational institution having its principal place of business in Normal, Illinois ("ISU"), Illinois State University Foundation an Illinois non-profit corporation having its principal place of business in Normal, Illinois ("ISUF"), and MBNA America Bank, N.A. a national banking association with its principal place of business in Wilmington, Delaware ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ISU and MBNA America, are parties to an affinity agreement dated November 24, 1997, as the same may have been amended (the "Agreement"); and

WHEREAS, ISU desires to assign the Agreement to ISUF; and

WHEREAS, ISUF and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISU, ISUF 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. ISU hereby assigns, sells, transfers and conveys to ISUF all of ISU's right, title and interest in and to the Agreement.
3. ISUF hereby (a) accepts such assignment; and (b) assumes from ISU and agrees to perform, as a direct obligation of ISUF, all of the obligations and liabilities of ISU under the Agreement.
4. Notwithstanding the provisions of the Agreement to the contrary, MBNA America hereby consents to such assignment and assumption. MBNA America's consent to this assignment and assumption shall not be deemed to constitute a waiver of any restriction in the Agreement regarding any other or further assignments.
5. All reference to "ISU" in the Agreement is hereby replaced with "ISUF".
6. The current term of the Agreement is hereby extended to end on November 30, 2007. 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.
7. The Agreement is hereby amended by deleting Section 1(d) and replacing it with the following new Section 1(d):

(d) "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 card programs. This definition shall not include the corporate card and the procurement card program used for the University's employee business expenses as well as products offered by the University's Credit Union.

8. The Agreement is hereby amended by deleting Section 1(i) and replacing it with the following new Section 1(i):

(i) "Trademarks" means the ISUF Trademarks and the University Trademarks.

9. Section 1 of the Agreement is hereby amended by adding the following new subsections (j), (k), and (l):

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

(k) "University" means Illinois State University and any office or department of, or affiliated or associated with, Illinois State University, including but not limited to the alumni association, the athletic department and the office of student affairs of Illinois State University.

(l) "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.

10. The Agreement is hereby amended by deleting Section 2(a) in its entirety and replacing this with the following new Section 2(a):

(a) ISUF agrees that during the term of this Agreement it shall, and it shall cause the University to, endorse the Program exclusively and that ISUF and the University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ISUF may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ISUF of said financial institution or the advertised Financial Service Product.

11. The Agreement is hereby amended by deleting Section 4(b) in its entirety and replacing it with the following new Section 4(b):

(b) ISUF 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 ISUF Trademarks and to sublicense the University Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. ISUF further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products. ISUF 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, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

12. Schedule A of the Agreement is hereby amended by adding the following new Sections B and C:

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.

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 12.99%

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a 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 12.99%

13. Schedule B of the Agreement is hereby amended by deleting Section A, B, and C and replacing them with the following new sections A, B, C, and D:

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 Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than the result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than a courtesy waiver by MBNA America), then such royalty will be paid for each Student Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns, and 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. .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns, and 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.)

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and

unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C.. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

D. DEPOSIT ACCOUNTS

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

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

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) 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.

14. In addition to ISUF's obligations under the Agreement to exclusively endorse the Program, ISUF agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

15. 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 MBNA America's affiliates. For example, business credit cards are

currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

ILLINOIS STATE UNIVERSITY

By: *[Signature]*
Name: V. J. Buswinski
Title: President
Date: 07 20 2002

MBNA AMERICA BANK, N.A.

By: *[Signature]*
Name: Michael Devold
Title: SEVP
Date: Aug. 15, 2002

ILLINOIS STATE UNIVERSITY FOUNDATION

By: *[Signature]*
Name: Stanley R. Ormes
Title: Chairman
Date: 7-26-02

**TRAVEL REWARDS ADDENDUM
TO THE ILLINOIS STATE UNIVERSITY FOUNDATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of May, 2003, by and between Illinois State University Foundation ("ISUF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ISUF 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 ISUF; and

WHEREAS, ISUF and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of ISUF'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, ISUF 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 (as hereinafter defined) 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 ISUF under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. ISUF 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 ISUF'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, ISUF 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. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed.

Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.

7. 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.

ILLINOIS STATE UNIVERSITY FOUNDATION

MBNA AMERICA BANK, N.A.

By:

Susan Kern

By:

J. H. [Signature]

Name:

SUSAN KERN

Name:

Hal Erskine

Title:

VP+EX. DIRECTOR

Title:

SEVP

Date:

4/16/03

Date:

8/14/03

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 insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay ISUF 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 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 Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Alumni 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 Reward 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 the Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni 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 Alumni Customers using an Alumni 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)).

ADDENDUM TO THE AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of January, 2008, by and between Illinois State University Foundation ("ISUF"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ISUF and Bank are parties to an Agreement dated as of November 24, 1997, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of ISUF; and

WHEREAS, ISUF and Bank mutually desire to amend the Agreement to include the Group Incentive Program (as defined below) as another aspect of ISUF's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The following definitions are hereby added to Section 1 of the Agreement as follows:

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

“**Group Incentive Program**” or “**GIP**” means any marketing or other program whereby ISUF conducts and funds solicitation efforts for the Program and the parties mutually agree that such marketing or other program shall 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. The Reward Enhancement may be marketed under another name(s) (e.g., **World Points**), as determined by Bank from time to time, in its sole discretion.

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

3. The current term of the Agreement is hereby extended to end on December 31, 2012. 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.

4. The parties agree that the Reward Enhancement is part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by ISUF under the Agreement.

5. ISUF agrees to not endorse, sponsor, promote aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of ISUF's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

6. The following is hereby added to the Agreement as a new Section 11:

“11. GROUP INCENTIVE PROGRAM

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

(b) All marketing materials generated as a result of such GIP programs shall be coded by ISUF 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 shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by ISUF pursuant to any GIP. Bank shall 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 ISUF pursuant to any GIP shall be deducted from any or all Royalty payments due ISUF under this Agreement.

(e) ISUF shall 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. This Section 11(e) shall survive termination of the Agreement.”

7. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B, as set forth on Attachment #1, attached hereto and made a part hereof.

8. The Travel Rewards Addendum to the Agreement dated as of May 1, 2003 is hereby deleted in its entirety.

9. Section 13 of that certain Addendum to the Agreement dated as of July 26, 2002 is hereby deleted in its entirety.

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

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

11. 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.

**ILLINOIS STATE UNIVERSITY
FOUNDATION**

By: *Dianne Ashby*
Name: *Dianne Ashby*
Title: *Executive Director*
Date: *1/13/07*

FIA CARD SERVICES, N.A.

By: *David Booth*
Name: *DAVID BOOTH*
Title: *SUP*
Date: *1.30.08*

Attachment #1

SCHEDULE B

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 Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni Customer 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 Customer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Student Customer 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 Customer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
6. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty."

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Alumni 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 Reward Credit Card, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni Reward 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 Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni 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 Alumni Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. \$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. 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 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 each Gold Reserve Account. This Royalty will be paid within sixty (60) days following the end of the calendar year.

D. 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 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 each Gold Option Account. This Royalty will be paid within sixty (60) days following the end of the calendar.

E. ROYALTY ADVANCES

1. Within forty-five (45) days of the full execution of this Addendum Bank shall pay to ISUF the sum of two hundred forty thousand dollars (\$240,000), and upon each of January 1, 2009, January 1, 2010, January 1, 2011 and January 1, 2012 during the term of this Agreement, Bank shall pay to ISUF the sum of ninety thousand dollars (\$90,000) (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 ISUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ISUF as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to ISUF hereunder, and (y) ISUF hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:
 - (i) the Agreement is terminated prior to the December 31, 2012;
 - (ii) ISUF breaches any of its obligations under the 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; and
 - (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.
2. If during any given year(s) during the term of the Agreement Bank recoups all prior Advances paid by it to ISUF in prior years, and pays ISUF Royalties accrued by ISUF over and above the 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.

F. ROYALTY GUARANTEE

ISUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than six hundred thousand dollars (\$600,000) (the "Guarantee Amount") by December 31, 2012, subject to the provisions set forth below. If on December 31, 2012, ISUF has not accrued \$600,000 in Royalties, Bank will pay ISUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ISUF during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1, above.

**DEPOSIT PROGRAM ADDENDUM
TO THE ILLINOIS STATE UNIVERSITY FOUNDATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 29 day of February, 2008 (the "Addendum Effective Date"), by and between Illinois State University Foundation ("ISUF") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ISUF and Bank are parties to that certain Agreement dated as of November 24, 1997, as the same has been amended, as the same has been (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of ISUF; and,

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing lists provided by ISUF under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the

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

4. ISUF agrees not to sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of ISUF's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. ISUF shall permit Bank to advertise the Deposits Program on ISUF's home page and at other prominent locations within ISUF's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g., a checking account with debit card). ISUF will modify or remove such advertisements within twenty-four hours of Bank's request. Pages on the ISUF websites available to Bank for advertising the Deposits Program shall include, without limitation, any "members only" or other restricted access pages.
6. During the term of the Deposit Program, ISUF will receive the royalties set forth below in consideration for ISUF's participation in the Deposits Program. Deposit Account royalties will not be paid to ISUF on any existing deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.
 - (a) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (c) \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (d) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers

will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

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

7. The royalties for Deposits set forth in Section 6 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Sections 6(c) and 6(d) of this Addendum directly to ISUF and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that ISUF receives or may receive under the Agreement. In addition, all royalties that accrue pursuant to Sections 6(a) and 6(b) of this Addendum shall, in lieu of direct payment to ISUF, be applied against any Advance(s) and/or Guarantee Amount that ISUF receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to ISUF as set forth in Sections 6(a) and 6(b) of this Addendum.
8. Notwithstanding anything contained in the Agreement to the contrary, ISUF acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using ISUF's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless ISUF consents to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
9. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written

notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.

10. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and ISUF shall not take any action to cause the removal of, ISUF's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to ISUF; provided that Bank will not imply an endorsement of such other Bank deposit product or service by ISUF.
11. 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.
12. For a one (1) year period following the termination of the Deposit Program for any reason, ISUF agrees that neither ISUF nor any ISUF Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
13. ISUF 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 ISUF or Bank, respectively as the case may be, or its directors, officers or employees.

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

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

ILLINOIS STATE UNIVERSITY
FOUNDATION

FIA CARD SERVICES, N.A.

By: *Dianne Ashby*
Name: *Dianne Ashby*
Title: *Executive Director*
Date: *1/13/07*

By: *[Signature]*
Name: *David Boone*
Title: *SUP*
Date: *2.09.08*

FIA CARD SERVICES®

February 22, 2011

Ms. Barbara Tipsord Todd
Director of Alumni Services
Illinois State University Foundation
Alumni Services
Campus Box 3100
Normal, IL 61790-3100

RE: The Agreement entered into as of November 24, 1997 (the "Agreement") as amended by the Deposit Program Addendum entered into as of February 29, 2008 ("Deposit Addendum") by and between Illinois State University Foundation ("ISUF") and FIA Card Services, N.A. ("FIA")

Dear Ms. Tipsord Todd:

FIA desires to mutually terminate the Deposits Program. To facilitate this termination we have prepared this letter ("Letter") to be executed by both parties, setting forth the terms upon which FIA and ISUF agree to terminate the Deposits Program. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Deposits Program shall be deemed terminated effective as of February 28, 2011 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Deposits Program unless such right or responsibility, in accordance with the terms of the Agreement or Deposit Addendum, was to survive the termination of the Agreement or Deposit Addendum. FIA and ISUF agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution except as may be required under applicable law, rule or regulation.

The parties agree that the third sentence in Section 9(d) of the Agreement is hereby deleted and replaced with the following:

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

Within forty-five (45) days after the end of the first calendar quarter after the Termination Date, FIA shall pay any remaining Royalty compensation due to ISUF under the Deposits Program through and including the Termination Date. Thereafter, no compensation shall be due to ISUF.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement shall be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at **330.348.0382**

Sincerely,



Jared D. Grundish
Vice President

ACCEPTED AND AGREED:

ILLINOIS STATE UNIVERSITY
FOUNDATION

BY: 
NAME: Erin Minne
TITLE: Executive Director
DATE: Feb 23, 2011

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: 
NAME: Kristian Hauvenswitt
TITLE: SVP
DATE: 3/22/11

CC: William F. Fanning, Jr., CPA
Director, Foundation Business Affairs