

**AMENDED AND RESTATED  
AFFINITY AGREEMENT**

This Amended and Restated Agreement is entered into as of this 30th day of September, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and INDIANA UNIVERSITY ALUMNI ASSOCIATION INC., an Indiana not-for-profit corporation having its principal place of business in Bloomington, Indiana ("IUAA") for themselves, and their respective successors and assigns.

WHEREAS, IUAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National Financial Services' rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of IUAA; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" mean a credit card account opened by a Member in response to marketing efforts made by MBNA America 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 IUAA or such Customer as a student at Indiana University.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, travel and entertainment card programs (excluding Alumni Hotels and Indiana Alumni Association Tours) as identified in Schedule A., and other related financial service programs as mutually agreed upon by MBNA America and IUAA during the term of the Agreement.

(e) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which IUAA complies with the GIP provisions of this Agreement.

(f) "Group Incentive Program " or "GIP" means any marketing or other program whereby IUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(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.

(h) "Member" means a member of IUAA and/or other potential participants mutually agreed to by IUAA 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) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by IUAA during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF IUAA

(a) IUAA 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; (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; and (iii) no IUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

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

(e) Upon the request of MBNA America, IUAA 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 IUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such cost from Royalties due IUAA. Such Mailing Lists shall contain at least three hundred ninety five thousand (395,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) IUAA 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 IUAA.

(g) IUAA 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 permitted 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 IUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Upon request, IUAA shall provide MBNA America with a subscription without charge to any and all IUAA publications.

### 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 IUAA.

(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 IUAA.

(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 IUAA. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by IUAA.

4. REPRESENTATIONS AND WARRANTIES

(a) IUAA 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) IUAA 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.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to IUAA. 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.

6. CROSS INDEMNIFICATION

IUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, 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 IUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. IUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer 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.

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 IUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and extend through and including September 30, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or IUAA, 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 IUAA 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 communicated by IUAA to the Members. Upon termination of this Agreement, IUAA shall not attempt to cause the removal of IUAA'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. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by IUAA pursuant to any GIP. In that regard, IUAA shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle IUAA 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 IUAA 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, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by IUAA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of IUAA pursuant to any GIP shall be deducted from any or all Royalty payments due IUAA under this Agreement.

(e) IUAA shall comply with MBNA America'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.

## 13. 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 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.

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

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

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

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

(1) If to IUAA:

Indiana University Alumni Association, Inc.  
Fountain Square, Suite 219  
P.O. Box 4822  
Bloomington, Indiana 47402-4822

ATTENTION: Mr. John Laskowski  
Director of Marketing and Membership

(2) If to MBNA America:

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

ATTENTION: Mr. Terrance R. Flynn  
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. If IUAA is providing MBNA America with notice pursuant to Section 9 herein, IUAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, IUAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of IUAA. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

(j) IUAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, IUAA agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect these assets. In the event MBNA America determines that IUAA does not so conduct itself, MBNA America may terminate this Agreement, effective immediately.

(k) 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.

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

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

INDIANA UNIVERSITY ALUMNI  
ASSOCIATION, INC.

MBNA AMERICA BANK, N.A.

By: Jerry F. Tardy

By: David L. Harris

Name: JERRY F. TARDY

Name: David L. Harris

Title: EXECUTIVE DIRECTOR

Title: Exec. Vice President

## SCHEDULE A

### TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

#### A. ALUMNI CUSTOMER CREDIT CARD ACCOUNTS

1. There is no annual fee for Alumni Customers.
2. For Alumni Customers, the current annual percentage rate will be a fixed rate of 17.9%, or 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. Alumni Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. STUDENT CUSTOMER CREDIT CARD ACCOUNTS

1. There is no annual fee for Student Customers.
2. For Student Customers, the current annual percentage rate will be a fixed rate of 18.9%, or 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.
3. Student 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 IUAA 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. ALUMNI CUSTOMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni Customer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Alumni Customer Preferred 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 Preferred 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 Preferred Credit Card Account; and 2) has had charging privileges for each of the preceding twelve months.
3. \$6.00 (six dollars) for each Alumni Customer Gold 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 Gold 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 Gold Credit Card Account; and 2) has had charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase 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).
5. 0.50% of all cash advance dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions related to unauthorized transactions).

B. STUDENT CUSTOMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Student Customer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) 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 charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

C. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 (ten dollars) for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. GUARANTEE AND ADVANCE ROYALTIES AND SIGNING BONUS

1. Subject to the conditions and other terms of this Agreement, IUAA shall earn Royalties and/or Advances on Alumni Customer Credit Card Accounts (as defined below) totaling at least \$3,000,000 (three million dollars) during the initial term of the Agreement. Upon completion of the first Program telemarketing campaign (the "Completion Date"), MBNA America shall pay to IUAA, as an advance against future Royalties (an "Advance") on Alumni Customer Credit Card Accounts, the sum of \$3,000,000 (three million dollars). All Royalties earned by IUAA pursuant to this Agreement shall, in lieu of direct payment to IUAA, be applied against the amount of all Advances until such time as all Advances to IUAA are fully recouped by MBNA America. Any Royalties earned thereafter shall be paid to IUAA as provided in this Agreement. Notwithstanding the foregoing, MBNA America's obligation to pay any or all Advances is expressly contingent on the observance and fulfillment by IUAA of the following conditions:

(i) IUAA shall use its best efforts to assist MBNA America in opening a minimum of 10,000 (ten thousand) new Alumni Customer Credit Card Accounts per year in the first three (3) years of the Agreement; and

(ii) IUAA shall permit MBNA America (a) to conduct a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full alumni and student Mailing Lists each year for the term of the Agreement; and (b) to promote the Program "on campus" at major events as well as on an ongoing basis through tabling and posterage throughout the term of this Agreement; and

(iii) The Agreement shall not be terminated prior to the end of the initial term; and

(iv) IUAA shall not materially breach this Agreement.

IUAA hereby promises to pay MBNA America upon demand the difference between the total amount of Advances paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advances as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (iv) above shall not be observed or fulfilled.

In the event IUAA earns Royalties totaling more than \$3,000,000 (three million dollars) before MBNA America has remitted all the Advances as provided above, then MBNA America shall not be required to remit any such remaining Advances to IUAA.

2. Upon full execution of this Agreement, MBNA America shall provide a one-time signing bonus of \$250,000 (two hundred fifty thousand dollars) to IUAA to be used at the sole discretion of IUAA.

E. SUMMER INTERN AND STUDENT ON CAMPUS

1. MBNA America will offer employment to one (1) Student of Indiana University in a Summer Intern Program at the MBNA America Newark Sales Office.
2. MBNA America shall select and hire one (1) Student of Indiana University who shall work at Indiana University year round to promote the Program to the Members. MBNA America will be responsible for the payment of any royalties attributable to the Student's activities payable to The Student Alumni Association.

ADDENDUM

This addendum is part of the existing credit card program agreement between MBNA America Bank ("MBNA") and Indiana University Alumni Association (IUAA).

At IUAA's request and at no cost to IUAA, MBNA America shall provide a list of the names and addresses of active accounts opened under the Program to IUAA four times per calendar year. If IUAA obtains a list of the names and addresses of active accounts then IUAA agrees that during the term of this Agreement and any extension thereof plus one (1) year following its termination, IUAA shall not solicit, directly or indirectly, any person whose name appears on such list for Credit Card Services nor sell, rent, lease or otherwise make available such list to any person. In the event that IUAA makes use of such list in any manner prohibited by this subsection, it shall pay MBNA America as damages and not as penalty Ten dollars (\$10) for each name on the list.

INDIANA UNIVERSITY ALUMNI ASSOCIATION

Dated this 10<sup>th</sup> day of January

Attest by: [Signature]

By: [Signature]  
Title: Executive Director

MBNA AMERICA

Dated this 10<sup>th</sup> day of \_\_\_\_\_

Attest by: [Signature]

By: [Signature]  
Title: Executive Vice President

**ADDENDUM TO THE INDIANA UNIVERSITY ALUMNI ASSOCIATION  
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 13<sup>th</sup> day of December 2002 by and between Indiana University Alumni Association ("IUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, IUAA and MBNA America are parties to an amended and restated affinity agreement dated September 30, 1995, as the same was amended by addenda dated October 25, 1995 (the "Agreement"); and

WHEREAS, IUAA and MBNA America mutually desire to extend the term of the Agreement and amend the Agreement as provided for herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The Agreement is hereby amended by deleting Section 1(d) in its entirety and replacing this with the following new Section 1(d):
  - (d) "Financial Service Products" means any credit card program, charge card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program (excluding Alumni Hotels and Indiana Alumni Association Tours) as identified in Schedule A., and other related financial service programs as mutually agreed upon by MBNA America and IUAA during the term of the Agreement.
3. Section 1 of the Agreement is hereby amended by adding the following new subsections (l), (m), and (n):
  - (l) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
  - (m) "Reward Enhancement" means the frequent travel reward or loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.
  - (n) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which IUAA complies with the GIP provisions of the Agreement.

4. The Agreement is hereby amended by adding the following to the end of Section 2(a):

Nothing stated in this Agreement shall be construed or interpreted as prohibiting IUAA, Indiana University Foundation, Indiana University, its athletic department, or any other department or affiliated entity thereof from accepting sponsorship acknowledgments (paid advertisements or sponsorship revenue) from any financial institution so long as the sponsorship acknowledgment does not contain an express or implied endorsement by IUAA, Indiana University Foundation, Indiana University, its athletic department, or any other department or affiliated entity thereof of a Financial Service Product.

5. Schedule A of the Agreement is hereby amended by adding the following new Sections C, D and E:

C REWARD ENHANCEMENT

1. There is no annual fee.
2. The current annual percentage rate is 11.99%.
3. The Reward Enhancement may be marketed under another name (*e.g.*, World Points), as determined by MBNA America from time to time, in its sole discretion.

D. GOLD RESERVE ACCOUNTS

“Gold Reserve Account” means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a 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%.

E. 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 9.99%.

6. Schedule B of the Agreement is hereby amended by adding the following new Sections F, G, H, and I:

F. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Credit Card Account (other than a Platinum Reward Credit Card Account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account (other than a Platinum Reward Credit Card Account) which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. \$6.00 (six dollars) for each Platinum 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 Platinum 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 Platinum Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Platinum Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
4. 0.25% (one quarter of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.25% (one quarter of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
6. \$15.00 (fifteen dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. 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.

#### H. 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.

#### I. 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.

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. 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.

INDIANA UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Kenneth A. Beckley  
Name: KENNETH A. BECKLEY  
Title: PRESIDENT & CEO  
Date: 11/14/02

By: Michael Durish  
Name: Michael Durish  
Title: SE VP  
Date: 12/13/02

**ADDENDUM TO THE INDIANA UNIVERSITY ALUMNI ASSOCIATION, INC.,  
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 1st day of October, 2003 (the "Addendum Effective Date") by and between Indiana University Alumni Association, Inc. ("IUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, IUAA and MBNA America are parties to an amended and restated affinity agreement dated September 30, 1995, as the same was amended by addendum last dated October 23, 1997, addendum last dated October 29, 1997, and by addendum dated December 13, 2002 (the "Agreement"); and

WHEREAS, IUAA 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, IUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on September 30, 2010. 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. Section 1(d) of the Agreement is hereby amended by deleting the reference to "as identified in Schedule A.,".
4. Section 7 and Section 10 of the addendum last dated October 23, 1997, and Section 2 of the addendum last dated October 29, 1997, are hereby deleted in their entirety.

5. ROYALTY ADVANCES

(a) IUAA acknowledges and agrees that as of September 30, 2003, MBNA America has paid to IUAA Ten Million Six Hundred Twenty One Thousand Two Hundred Forty Nine Dollars (\$10,621,249) (the "Previous Advance") as an advance against future Royalties, subject to the provisions set forth in Section 5(e) below.

(b) Upon the Addendum Effective Date, MBNA America shall pay to IUAA the sum of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) (the "First Advance"), as an advance against future Royalties (other than Royalties accrued on Student Customer Credit Card Accounts), subject to the provisions set forth in Section 5(e) below.

(c) Within forty-five (45) days after each of October 1, 2004, October 1, 2005, October 1, 2006, October 1, 2007, and October 1, 2008, MBNA America shall pay to IUAA the sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) (each, an "Additional Advance"), as an advance against future Royalties (other than Royalties accrued on Student Customer Credit Card Accounts), subject to the provisions set forth in Section 5(e) below.

(d) Within forty-five (45) days after October 1, 2009, MBNA America shall pay to IUAA the sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) minus the amount of the Previous Advances that MBNA America had not recouped as of September 30, 2003 (the "Last Advance") as an advance against future Royalties (other than Royalties accrued on Student Customer Credit Card Accounts), subject to the provisions set forth in Section 5(e) below.

(e) Each of the Previous Advance, the First Advance, the Additional Advances, and the Last Advance, are individually and collectively an "Advance". All Royalties accrued (other than Royalties accrued on Student Customer Credit Card Accounts after October 1, 2003), shall, in lieu of direct payment to IUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to IUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to IUAA hereunder, and (y) IUAA 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 (vi) below should occur:

(i) the Agreement is terminated prior to September 30, 2010;

(ii) IUAA breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List of Alumni Members and at least four (4) direct mail campaigns to the full updated Mailing List of Student Members during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List of Alumni Members and at least three (3) telemarketing campaigns to the full updated Mailing List of Student Members during each consecutive twelve month period during the term of the Agreement;

(v) MBNA America 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; and

(vi) Indiana University, The Trustees of Indiana University, Indiana University Foundation, the athletic department of Indiana University, and department of, or any department associated with Indiana University, shall enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America. This provision shall not apply to any products endorsed or sponsored by the Indiana University Foundation, Indiana University, or any department thereof as such programs were structured and delineated as of October 23, 1997, which agreements may be continued or renewed, or to student debit cards (without a credit device), smart cards, or departmental cards used for business purchasing or procurement.

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

6. ROYALTY GUARANTEE.

IUAA shall be guaranteed to accrue Royalties from October 1, 2003 until September 30, 2010 (including without limitation the amount of the Advances) equal to the sum of Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000) minus the amount of the Previous Advance that remains unrecouped as of September 30, 2003 (the "Guarantee Amount"), subject to the provisions set forth below. If on the last day of the full term of this Agreement IUAA has not accrued the sum of \$14,750,000 minus the amount of the Previous Advance that remains unrecouped as of September 30, 2003 in Royalties, MBNA America will pay IUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by IUAA from October 1, 2003 until September 30, 2010 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 Section 5(e), above.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement, including, but not limited to Section 2(a) of the Agreement as amended by addendum dated December 13, 2002, are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

INDIANA UNIVERSITY  
ALUMNI ASSOCIATION, INC.

By: Kenneth A. Beckley

Name: KENNETH A. BECKLEY

Title: PRESIDENT & CEO

Date: June 30, 2003

MBNA AMERICA BANK, N.A.

By: [Signature]

Name: Hal Erskine

Title: SEVP

Date: 7/14/03

September 24, 2010

Mr. J Thomas Forbes  
Executive Director  
Indiana University Alumni Association  
Virgil T. DeVault Alumni Center  
1000 E. 17<sup>th</sup> Street  
Bloomington, IN 47408

RE: Amendment and Extension of Agreement

Dear Mr. Forbes:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and Indiana University Alumni Association ("IUAA") would like to extend the current term of the Amended and Restated Affinity Agreement entered into as of September 30, 1995 (as it has been amended) wherein Bank provides Financial Services Products to customers of IUAA (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to December 31, 2010, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

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

Effective October 1, 2010, Bank shall pay Royalties to IUAA pursuant to pursuant to Schedule B of the Agreement. For clarity, Royalties shall not be used to recoup any Advance as set forth in the Addendum to the Agreement dated as of October 1, 2003. Additionally, Bank has fulfilled its obligation on the Guarantee Amount.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

Jake Frego  
Senior Vice President  
Fax # 216-545-4259

Accepted and agreed:

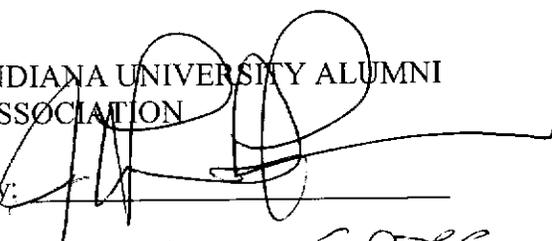
FIA CARD SERVICES, N.A.

By: 

Name: Chad P. Sarchick

Title: SVP

INDIANA UNIVERSITY ALUMNI  
ASSOCIATION

By: 

Name: J. THOMAS FORBES

Title: EXECUTIVE DIRECTOR

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of April, 2011 (the "Addendum Effective Date") by and between Indiana University Alumni Association, Inc. ("IUAA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, IUAA and Bank are parties to an Amended and Restated Affinity Agreement entered into as of September 30, 1995, 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 IUAA; and

WHEREAS, IUAA and Bank mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, IUAA 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 current term of the Agreement is hereby extended to end on March 30, 2014. 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. Section 1 of the Agreement is hereby amended by adding the following new definition:

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.
4. Sections 1(g) and 1(h) of the Agreement are hereby deleted in their entireties and replaced with new Sections 1(g) and 1(h) as follows:

**"Mailing List"** means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics. The Mailing List will not contain the names of students of Indiana University.

**"Member"** means an alumnus of University, a member of IUAA, friends, faculty and staff of University, fans and ticket holders of University athletic events and/or other potential participants mutually agreed to by IUAA and Bank.
5. Section 2(a) of the Agreement is hereby amended by adding a new paragraph as follows:

"IUAA agrees that during the term of this Agreement it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any FSP of any organization other than Bank; it will not license or allow others to license the Trademarks in relation to or for promoting any FSP of any entity other than Bank. IUAA 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 FSP of any entity other than Bank, no IUAA publication shall contain advertisement for any FSP of any entity other than Bank.

This provision shall not apply to any products already endorsed or sponsored by the IUF, IU, or any department thereof (as such programs are currently structured and delineated), which agreements may be continued or renewed or to student debit cards (without a credit device), smart cards, or department cards used for purchasing or procurement.

6. Pursuant to Section 2(a) of the Agreement, as amended by that certain Addendum to the Agreement dated December 13, 2002, the parties agree that nothing stated in this Agreement shall be construed or interpreted as prohibiting IUAA, Indiana University Foundation, Indiana University, its athletic department, or any other department or affiliated entity thereof from accepting sponsorship acknowledgments (paid advertisements or sponsorship revenue) from any financial institution so long as the sponsorship acknowledgment does not contain an express or implied endorsement by IUAA, Indiana University Foundation, Indiana University, its athletic department, or any other department or affiliated entity thereof of a Financial Service Product.

7. Section 5 of the Agreement is hereby amended by adding the following new paragraph:

"IUAA and Bank mutually agree that Bank will not pay Royalties to IUAA for any Student Credit Card Accounts; however, pursuant to the trademark license granted by IUAA to Bank pursuant to this Agreement, Bank will have the right to use the Trademarks on Student Credit Card Accounts during the term of the Agreement and any wind down period."

8. 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 businesses (including the businesses of any Bank Affiliate providing a product under this Agreement), as determined by Bank in its discretion ("Impact"), then Bank may notify IUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after IUAA'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 IUAA, upon ninety (90) days advance written notice.

9. In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product under this Agreement) as determined in Bank's sole discretion) ("Event"), Bank may notify IUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after IUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to IUAA, upon ninety (90) days advance written notice.

10. The parties agree that the second sentence in Section 11(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, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank’s marketing channels; (ii) use Trademarks in connection with 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. IUAA 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 Bank shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.”

11. As of the Addendum Effective Date, Sections 5 and 6 of the Addendum entered into as of October 1, 2003 is hereby deleted in their entireties. All prior royalty schedules and provisions of the Agreement and any amendments of such are hereby deleted in their entireties and replaced with a new Schedule A as follows:

“SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay IUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for IUAA 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. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account’s opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer on/during each subsequent anniversary of the account opening date. 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 Credit Card Account that: 1) has a balance greater than zero as of the last processing 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 (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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 Reward Accounts.

1. \$3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account.
2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer on/during each subsequent anniversary of the account opening date. 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 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 Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty."

12. All prior agreement and addendum royalty payments, advances, guarantees or commitments have been satisfied by both parties and neither party has any obligation to the other except as restated in this extension agreement.

13. 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.

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 prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates. IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**INDIANA UNIVERSITY ALUMNI  
ASSOCIATION, INC.**

By:  \_\_\_\_\_

Name: J Thomas Forbes

Title: Executive Director

Date: April 29, 2011

**FIA CARD SERVICES, N.A.**

By:  \_\_\_\_\_

Name: Stephen Dean

Title: SVP

Date: 5-23-11