

**IOWA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement is entered into as of this 29th day of June, 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 IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") 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 Constituent in response to marketing efforts made pursuant to the Program. An "Alumni Member Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Member Customer. An "Alumni Non-Member Customer Credit Card Account" is a Credit Card Account for which the primary applicant is an Alumni Non-Member Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

(c) "Customer" means any Constituent who is a participant in the Program. Each Customer shall be classified as only one of the following, as applicable:

(i) "Student Customer" means a Customer who is identified by ISUAA or the Customer as an undergraduate or graduate student of Iowa State University.

(ii) "Alumni Non-Member Customer" means a Customer who is not a Student Customer and is not a dues-paying, paid life, complimentary, or honorary member of the ISUAA.

(iii) "Alumni Member Customer" means a Customer who is not a Student Customer or an Alumni Non-Member Customer.

(d) "Financial Service Products" means credit card programs, charge card programs and travel and entertainment card programs. This definition does not include all such programs of Iowa State University.

(e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America and mutually agreed upon by MBNA America and ISUAA) containing names, postal addresses and, when available, telephone numbers of Constituents segmented by zip codes or reasonably selected membership characteristics.

(f) "Constituent" means dues-paying members of ISUAA, non-dues paying members of ISUAA, undergraduate and graduate students of Iowa State University, and/or other potential participants mutually agreed to by ISUAA 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 Constituents from time to time.

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

(i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned or acquired by Iowa State University and licensed by Iowa State University Research Foundation to ISUAA for the Program during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ISUAA

(a) ISUAA 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 **sub-**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 Constituents in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no ISUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

(c) ISUAA consents to MBNA America soliciting its Constituents by mail, direct promotion, advertisements and/or telephone for participation in the Program.

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

(e) Upon the request of MBNA America, ISUAA 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 ISUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ISUAA. The initial Mailing List shall contain at least 170,000 (one hundred and seventy thousand) names with corresponding postal addresses and, when available, telephone numbers.

(f) ISUAA shall only provide information to or otherwise communicate with Constituents or potential Constituents about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ISUAA. Notwithstanding the above, ISUAA may respond to individual inquiries about the Program from

its Constituents on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to ISUAA.

(g) ISUAA hereby grants MBNA America and its affiliates a limited, exclusive **sub**-license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. Provided, however, MBNA America shall only use the specific Trademarks provided by ISUAA for the marketing materials and credit devices. This **sub**-license shall be transferred upon permitted assignment of this Agreement. This **sub**-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 ISUAA 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) ISUAA shall provide MBNA America with a subscription without charge to any and all ISUAA publications.

(i) ISUAA shall have the right to include ISUAA materials developed by ISUAA at its expense, in mailings sent to Customers by MBNA America, subject to MBNA America's approval, in MBNA America's sole discretion, of the size, weight, content and timing of such materials. Further, ISUAA shall have the right to insert messages on the statements sent to Customers by MBNA America, subject to MBNA America's approval, in MBNA America's sole discretion, of the length, content and timing of such messages.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program subject to 2(d). 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 ISUAA.

(c) MBNA America shall bear all costs of producing, mailing materials, staffing and MBNA staff travel expenses for direct promotion events, as well as telemarketing costs 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 ISUAA.

(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 Constituents on these Mailing Lists to whom promotional material will not be sent; provided however, ISUAA shall have the right to delete Constituents from these Mailing Lists to whom promotional materials will not be sent or will not be contacted by phone for participation in the Program as long as the number of names to be deleted does not exceed 1,000 (one thousand). These Mailing Lists are and shall remain the sole property of ISUAA. 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 ISUAA.

(f) Subject to the agreement by ISUAA to a separate Card Acceptance Agreement and the execution and delivery by ISUAA of any ancillary documentation normally required by MBNA America in the course of its merchant processing business, and subject solely to the terms and conditions thereof, MBNA America shall provide merchant processing services to ISUAA to aid in enabling ISUAA to bill Customers' ISUAA membership dues automatically to their respective Credit Card Account(s). Termination by either party of the Card Acceptance Agreement shall not cause a termination of this Agreement, unless otherwise mutually agreed to by the parties in writing; provided, however, that MBNA America would no longer be required to provide merchant processing services to ISUAA as of the effective date of such termination.

(g) MBNA America shall provide ISUAA with a quarterly Royalty report that includes but is not limited to: the number of new accounts, the number of renewed accounts, the total net retail sales transaction volume and the total cash advance volume which make up Royalties for that quarter.

(h) MBNA America recognizes and acknowledges the proprietary right of ownership of the Trademarks by Iowa State University. MBNA America shall not at any time during the term of this Agreement or thereafter contest Iowa State University's right, title and interest in and to the Trademarks or otherwise claim that MBNA America's permitted use of the Trademarks has created or vested in it any right, title or interest therein other than such rights as are expressly granted to MBNA America by ISUAA under this Agreement. MBNA America shall not at any time apply for registration of the Trademarks, either alone or in combination with any words, letters, symbols or designs. All uses of the Trademarks by MBNA America shall inure to the benefit of Iowa State University.

4. REPRESENTATIONS AND WARRANTIES

(a) ISUAA 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) ISUAA 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 ISUAA. 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. Upon the written request of ISUAA, but no more frequently than one (1) request in any twelve month period, MBNA America shall provide ISUAA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due ISUAA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at ISUAA's expense, if ISUAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. CROSS INDEMNIFICATION

(a) ISUAA 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 ISUAA or MBNA America, respectively as the case may be, or its directors, officers or employees in connection with the solicitation or performance by each party of its respective duties under this Agreement. ISUAA 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 indemnification by the other party.

(b) MBNA America will indemnify and hold harmless ISUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which ISUAA is included as a defendant (referred to as a "Claim"). ISUAA shall,

within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. ISUAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If ISUAA takes any Action with respect to a Claim without MBNA America's written approval or ISUAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to indemnify and hold ISUAA harmless with respect to that Claim.

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

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on ~~July 30~~ ^{June 29, 2000}  2000 **unless prior terminated as described in Section 11 herein.** 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 of renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ISUAA, 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 ISUAA 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) Notwithstanding Section 11(d), upon termination of this Agreement all Trademark rights granted under this Agreement shall cease. MBNA America agrees that upon termination it will not claim any right, title, or interest in or to the Trademarks or 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 ISUAA to the Constituents. Upon termination of this Agreement, ISUAA shall not attempt to cause the removal of ISUAA'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. Upon termination of this Agreement, MBNA America may, in its discretion, remove ISUAA's identification or the Trademarks from any person's credit devices, checks or records of any Customer; however, MBNA America will continue to pay ISUAA credit card Royalties for those Credit Card Accounts represented by credit cards that bear ISUAA's identification or Trademark. Otherwise, MBNA America shall, upon termination of this Agreement cease to use the Trademark. **MBNA America will remove ISUAA's identification or Trademarks from all Customers' statements, card carriers and access checks within sixty days of termination of this Agreement.**

(e) Notwithstanding any other provision of this Agreement, ISUAA shall have the right to terminate this Agreement and no provisions hereof shall survive such termination, except for Section 8 (and, if one or more Customer Lists have been provided, Sections 12(c), 12(d) and the last sentence of Section 12(b)), each of which shall survive such termination, in the event that the sale and conversion of that certain portfolio of credit card accounts from First National Bank in Wichita (First Bank Card Center) currently referred to as INTRUST Bank (INTRUST Card Center) to MBNA America, pursuant to the Asset Purchase Agreement **dated on or before December 31, 1995**, shall be terminated by the parties thereto.

12. CUSTOMER LISTS

(a) During the term of this Agreement, MBNA America shall provide ISUAA on a monthly basis and in a mutually agreeable format an electronic media file of the names, addresses, open

dates and encrypted Credit Card Account numbers of: (i) Customers who have opened new Credit Card Accounts since the later of the start of the Program or the date that the last media file was provided by MBNA America; (ii) Customers whose Credit Card Accounts have remained open since the date that the last media file was provided by MBNA America, (iii) Customers whose Credit Card Accounts have closed since the later of the start of the Program or the date that the last media tape was provided by MBNA America; (iv) Customers whose Credit Card Account name or address field has been updated since the date that the last media file was provided by MBNA America, and (v) such other information as may be mutually agreed by the parties (each, a "Customer List"), subject to the terms and conditions set forth herein.

(b) Upon receipt of each Customer List, ISUAA shall be permitted to process such Customer List against the ISUAA membership records database (the "Database"), for the purpose of updating the same and generating a flag or notation upon the records of the Database pertaining to such Customers (each such flag or notation, and the information its presence on a Customer record conveys, regardless of manner or medium of expression, is referred to herein as a "Customer Flag"). ISUAA may use such Customer List(s) and Customer Flag(s) solely for purposes of enabling ISUAA to efficiently process automatic ISUAA dues billing to Credit Card Accounts, and for such other purposes as the parties may expressly agree in writing. ISUAA shall return to MBNA America each Customer List provided, in the same form as received, within thirty (30) days of receipt of such Customer List.

(c) Each Customer List(s) and Customer Flag(s) is confidential, proprietary information which is and shall remain the sole property of MBNA America. Except as expressly provided in this Agreement, ISUAA shall not make any copy, compilation or extract of the Customer List(s) or Customer Flag(s), and shall neither generate any report (in any medium) using any Customer List or Customer Flag as a criteria for selection, nor otherwise use or make available to any third party the Customer List(s) provided by MBNA America or the Customer Flag(s) without receiving the prior written approval of MBNA America. In view of the confidential nature of each Customer List and Customer Flag, ISUAA warrants that ISUAA and all its employees, volunteers, agents and/or representatives who work with any Customer List or Customer Flag shall be made aware of the obligations contained in this Agreement and shall be under strict legal obligation not to copy any Customer List or Customer Flag, disclose any Customer List or Customer Flag or make any other use of any Customer List or Customer Flag other than as specifically approved in writing by MBNA America. ISUAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists and/or Customer Flags. Notwithstanding the foregoing ISUAA may use the Customer Flag to target Member Customers and Non-Member Customers for other ISUAA membership programs except Financial Services as defined in this Agreement.

(d) Because the nature of each Customer List or Customer Flag makes an evaluation of damages after a violation of this Section 12 extremely difficult or impossible, then if any Customer List (or any copy, compilation or extract thereof) or Customer Flag is handled or used by ISUAA or its employees, volunteers, agents, and/or representatives in a manner other than that which is expressly allowed under this Section 12 or otherwise expressly consented to by MBNA America in writing, MBNA America will be entitled to seek damages from ISUAA for each use of each name, address or other type or category of information used in violation of this Agreement. In addition, ISUAA agrees that MBNA America shall be entitled to injunctive relief

to enforce the terms of this **Section 12** and/or to prevent violation or further violation by ISUAA and/or its employees, volunteers, agents or representatives of this **Section 12**, and consents to submit to the personal and subject matter jurisdiction of the state and federal courts located in Delaware for any actions, suits or proceedings arising out of or related to this **Section 12**. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

13. MISCELLANEOUS

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

(b) Upon termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matures prior to the effective date of such termination, including but not limited to the payment by MBNA America of any earned Royalties accrued and unpaid as of the date of such termination. **If this Agreement is terminated solely because of a material breach of this Agreement by MBNA America, then ISUAA shall be entitled to retain the Royalty Advance paid as of the effective date of termination and to be paid the balance of the Royalty Guarantee as provided in Schedule B.** The obligations in Sections 6, 8, 11(c), 11(d), 12(b) (last sentence), 12(c), 12(d), and Schedule B, Sections B and C 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 ISUAA:

Iowa State University Alumni Association
Alumni Suite, Memorial Union
2229 Lincoln Way
Ames, IA 50014-7164

ATTENTION: James A. Hopson
Executive Director

(2) If to MBNA America:

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

ATTENTION: Peter S. P. Dimsey
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. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, ISUAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer any of its rights or obligations under or arising from this Agreement without the written consent of ISUAA, which shall not be unreasonably withheld; provided however that MBNA America may assign or transfer, without ISUAA's consent, any of its rights and/or obligations under this Agreement:
- (i) to a subsidiary or an entity controlling, controlled by or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate; or
 - (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America (each, a "Transaction"), subject to the following. MBNA America shall provide ISUAA with notice of such Transaction within thirty (30) days of the consummation of such Transaction. Upon receipt of such notice, ISUAA shall have one hundred and eighty (180) days to determine in good faith if it is reasonably satisfied with the post-Transaction relationship. In the event that ISUAA reasonably determines in good faith that it is not satisfied, ISUAA may terminate the Agreement by notice to the successor entity to MBNA America, which notice shall specify in detail the basis for ISUAA's dissatisfaction. After receiving such notice, the successor entity shall have sixty (60) days in which to address ISUAA's issues and thereby satisfy ISUAA. If after such period ISUAA's issues remain unaddressed, then the Agreement shall immediately terminate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement which may include but not be limited to Federal Express, U. S. Post Office, Kessler Financial Services.

(h) MBNA America and ISUAA 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 ISUAA 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 representative, has executed this Agreement as of the Effective Date.

IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: James A. Hopson

By: David L. Harris

Name: James A. Hopson

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. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Member Customers, the current annual percentage rate 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 Member Customer's delinquency.
3. For Alumni Non-Member Customers, the current annual percentage rate will be a variable rate of Prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Non-Member Customer's delinquency.
4. 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.
5. Alumni Member Customers will be offered a fixed rate of 6.9% for cash advances/balance transfers and retail purchases for the first 12 months of opening an Alumni Member Customer Credit Card Account.
6. Alumni Non-Member Customers will be offered a fixed rate of 8.9% for cash advances/balance transfers and retail purchases for the first 12 months of opening an Alumni Non-Member Customer Credit Card Account.
7. Student customers will be offered a fixed rate of 6.9% for cash advances/balance transfers for the first 12 months of opening a Student Customer Credit Card Account.
8. "Prime" means the highest U.S. Prime Rate as published in the "Money Rates" Section of "The Wall Street Journal" on the 15th day of each March, June, September, and December, or the next business day if the 15th is not a business day.
9. 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 ISUAA 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 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. 0.50% of all cash advance volume generated by Alumni Member Customers using an Alumni Member Customer Credit Card Account and Alumni Non-Member Customers using an Alumni Non-Member Customer Credit Card Account (excluding those transactions related to unauthorized transactions).
4. 0.50% of all retail purchase transaction dollar volume generated by Alumni Member Customers using an Alumni Member Customer Credit Card Account and Alumni Non-Member Customers using an Alumni Non-Member Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
5. 0.40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. Upon full execution and delivery of this Agreement by both parties, MBNA America shall make an annual, unrestricted contribution of \$10,000 (ten thousand dollars) to ISUAA and a one-time signing bonus of \$30,000 (thirty thousand dollars).

B. ROYALTY ADVANCE

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, **or December 31, 1995 whichever occurs first**, MBNA America shall pay to ISUAA, as an advance against future Royalties, the sum of \$450,000 (four hundred fifty thousand dollars) (the "Advance"). **Provided however, \$150,000 (one hundred fifty thousand dollars) of the Advance shall be paid to ISUAA on or before** ~~October 31,~~ **August 31,** *jh*

or December
31, 1995,
whichever
occurs
first.

1995. The remaining \$300,000 (three hundred thousand dollars) of the Advance shall be paid ^{upon} after the completion of the first Full Marketing Campaign as defined herein. All Royalties earned by ISUAA pursuant to this Agreement shall, in lieu of direct payment to ISUAA, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to ISUAA as provided in this Agreement. ISUAA hereby promises to pay MBNA America upon demand any difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, only in the event any of the following should occur:

- (i) ISUAA materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;
 - (ii) ISUAA ceases to endorse the Program as provided in Section 2(a) (i) through (iii) of this Agreement during the term of this Agreement; or
 - (iii) MBNA America is prohibited by ISUAA or otherwise prevented by ISUAA from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or
 - (iv) MBNA America is prohibited from promoting the Program on campus at locations approved by ISUAA through direct promotion campaigns (e.g., tabling and posterage).
2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full Mailing List.

C. ROYALTY GUARANTEE

1. ISUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than \$750,000 (seven hundred and fifty thousand dollars) by the end of the initial term of the Agreement, and if all the following conditions are satisfied:
 - (i) ISUAA used its best efforts to assist MBNA America in opening a minimum of 13,000 (thirteen thousand) new Credit Card Accounts each year during the first three years of the Agreement;
 - (ii) ISUAA does not materially breach any of its obligations under this Agreement, and the Agreement does not terminate as a result of such material breach; and
 - (iii) ISUAA was/is not required to repay any or all of the Advance, as provided in subsection B.1. above.

If the above conditions are fully satisfied, MBNA America shall pay ISUAA on or before June 29, 2000 ISUAA an amount equal to the difference between \$750,000 (seven hundred and fifty thousand dollars) and the total Advance and/or Royalties accrued during the initial term of the Agreement, so long as such difference is greater than zero.

D. "BIG EIGHT" BONUS

MBNA America will pay ISUAA additional compensation in the amount specified in the table below in the event two or more of the educational institutions or their alumni associations, one of which may be ISUAA, which make up the "Big Eight Conference," and which, as of **January 1, 1995** were not under a contractual arrangement with MBNA America, enter into an exclusive affinity endorsement agreement with MBNA America on or before July 1, 1995. Such payment shall be a one time payment, based on the total number of eligible educational institutions or their alumni associations which enter into such agreements by such date.

Number of Additional Big Eight Conference Schools Endorsing MBNA America by <u>July 1, 1995</u>	Total Bonus to be Paid to ISUAA
2	\$10,000
3	\$15,000
4	\$20,000
5	\$25,000
6	\$30,000

Amended
Exhibit A

Subject to the terms and conditions of the Trademark License Agreement, dated June 29, 1995

1. University Marks

Verbiage: CYCLONES, ISU, IOWA STATE, IOWA STATE UNIVERSITY

Designs: MASCOT CY, UNIVERSITY SEAL, CYCLONE, CAMPANILE

Athletic: PRIMARY A and B, SECONDARY, and ATHLETIC WORD MARKS

2. Specifications of Licensed Products

Financial Service Products which means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs. This definition shall not include (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's receivables billing systems; (iv) ISU's procurement program; (v) ISU's business travel program; and (vi) the ISU faculty, staff and student debit/credit/ATM card program between ISU and First Star Bank as the same is currently structured and delineated as of the date of this Agreement (the "ISU Card Program").

3. University Marks approved for use with the Licensed Products:

The license granted in Section 2.1 is exclusive to the use with Licensed Products of the verbiage Iowa State University only when used with the words Alumni Association.

The license granted in Section 2.1 is exclusive to the use with Licensed Products of all other University Marks.

This Amended Exhibit A replaces the current Exhibit A to the Trademark License Agreement date June 29, 1995, effective the date of last signature below.

Submitted by:
Iowa State University Research Foundation, Inc.

Approved by:
Iowa State University Alumni Association

K. Kirkland

Signature

Kenneth Kirkland

Name (printed)

Executive Director, ISURF

Title

6/30/99

Date

James A. Hapson

Signature

James A. Hapson

Name (printed)

Executive Director

Title

June 30, 1999

Date

**FIRST AMENDMENT TO THE IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

This First Amendment to the Iowa State University Alumni Association Affinity Agreement, Exhibit #1 and Exhibit #2 (the "Addendum") are entered into as of this 29 day of June 1999, (the "Addendum Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") for themselves, and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons;

WHEREAS, ISUAA and Iowa State University Research Foundation, Inc., (ISURF") are parties to a trademark licensing agreement, substantially in the form of Exhibit #1, wherein ISURF for itself and on behalf of Iowa State University ("ISU") grants to ISUAA a license to use the Trademarks in connection with the Program;

WHEREAS, ISUAA and MBNA America mutually desire to modify some of the terms in the Affinity Agreement;

WHEREAS, ISUAA and MBNA America mutually desire to extend the term of the Affinity Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA and MBNA America agree that the Affinity Agreement shall be amended as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Affinity Agreement.
2. Section 9 of the Affinity Agreement is hereby amended to delete therefrom the date "June 29, 2000" and to substitute in lieu thereof the date "June 30, 2005."
3. Section 1(d) of the Affinity Agreement is hereby deleted in its entirety and replaced with the following:

(d) "Financial Service Products" means credit card programs, charge card programs, debit card programs and travel and entertainment card programs. This definition shall not include (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's receivables billing system; (iv) ISU's procurement program; (v) ISU's business travel program; and (vi) the ISU faculty, staff and student debit/credit/ATM card program between ISU and First Star Bank as the same is currently structured and delineated as of the date of this Agreement (the ISU Card Program")

4. Section 1(e) of the Affinity Agreement is hereby deleted in its entirety.
5. Section 2(e) of the Affinity Agreement is hereby deleted in its entirety.
6. Section 2 of the Agreement is hereby amended by adding the following new subsection (j):

In the event the ISU Card Program is terminated and ISU desires to have another financial institution issue an ISU faculty, staff and student debit/credit/ATM card program (the "Student Multicard Program") then the parties agree that ISUAA shall cause ISU to offer to MBNA America the right of first refusal with respect to a Student Multicard Program. If MBNA America declines to provide such

Student Multicard Program then ISU may solicit proposals and enter into an agreement with another provider thereof, provided that such agreement prohibits (i) the issuance of credit cards, charge cards, debit cards and travel and entertainment cards to Members other than faculty, staff and students and (ii) the use of the Trademarks except the Trademark "ISU Card" in the form of Exhibit 2 and any intellectual property developed as a successor or replacement of, or as a modification to the Trademark listed on Exhibit 2 (the "Successor Mark") provided such Successor Mark is not similar to the Licensed Trademarks or is likely to cause confusion to Members. MBNA America has the right of prior review of any Successor Mark. (ISUAA shall cause ISU to provide MBNA America with a copy of any such final agreement(s) upon demand therefor by MBNA America to permit MBNA America to ensure compliance by ISU with the foregoing.)

acceptable to ISU
within 60 days of
such request.

JH
6/29/99
7/1/99

7. Section 3(e) of the Affinity Agreement is hereby deleted in its entirety.
8. The Affinity Agreement is hereby amended by adding the following sentence to the end of Section 2(i): "ISUAA shall have the right to utilize other methods of Customer communication MBNA America may develop in the future, if mutually agreeable."
9. The Affinity Agreement is hereby amended by adding the following to the end of Section 4(b): "ISUAA further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that ISUAA has received from ISURF (on behalf of itself and ISU) the exclusive right to license the Trademarks in relation to or for promoting any Financial Service Product.
10. Section 11 of the Affinity Agreement is hereby amended by adding the following new subsection (f):
 - (f) This Affinity Agreement shall terminate in the event of a termination of the list agreement by and between MBNA America and ISUAA dated June 29, 1999 (the "List Agreement").
11. The Affinity Agreement is hereby amended by deleting Schedule A and all reference to Schedule A in its entirety.

12. The provisions in Sections B, C and D of Schedule B of the Affinity Agreement are hereby deleted in their entirety and replaced with the following new Sections B, C and D:

B. ROYALTY ADVANCE

Within ten calendar days after full execution and delivery of this Addendum MBNA America shall pay to ISUAA the sum of four million dollars (\$4,000,000.00) (the "Advance"), as an advance against future Royalties accrued pursuant to this Affinity Agreement on and after June 30, 2000 subject to the provisions set forth below. All Royalties accrued from June 30, 2000 and thereafter shall, in lieu of direct payment to ISUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ISUAA as set forth in this Affinity Agreement. All Royalties accrued prior to June 30, 2000 shall continue to be paid to ISUAA as provided for in the original Affinity Agreement. Notwithstanding the foregoing, ISUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) ISUAA materially breaches any of its obligations under the Affinity Agreement and the Affinity Agreement terminates as a result of such material breach;
- (ii) ISUAA ceases to endorse the Program as provided in Section 2(a) (i) through (iii) of the Affinity Agreement during the term of the Affinity Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting, during each consecutive 12 month period for the term of this Affinity Agreement, a minimum of two (2) direct mail campaigns and two (2) full telemarketing campaigns;
- (iv) MBNA America is prohibited from promoting the Program on campus at locations approved by ISUAA through direct promotion campaigns (e.g., tabling and postering);
- (v) The termination of the List Agreement; and

C. ROYALTY GUARANTEE

ISUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than five million dollars (\$5,000,000.00) (the "Guarantee Amount") during the period commencing on June 30, 2000 and ending June 30, 2005 subject to the provisions set forth below. If on June 30, 2005 ISUAA has not accrued five million dollars (\$5,000,000.00) in Royalties, MBNA America will pay ISUAA an amount

equal to the Guarantee Amount minus the sum of all compensation accrued by ISUAA from June 30, 2000 up through and including June 30, 2005, and the amount of any unrecovered Advance. Notwithstanding the foregoing, this Royalty guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section B, above.

D. BONUS PAYMENT

Each July 1, during the term of the Affinity Agreement, MBNA America shall make an additional payment of \$15,000.00 to ISUAA.

13. MBNA America and ISUAA agree to discuss the development of an additional enhancement to the Program designed solely for Alumni Member Credit Card Accounts. Said enhancement will be mutually agreed to by both MBNA America and ISUAA. Notwithstanding the above, nothing herein shall prevent MBNA America, in its sole discretion, from time to time from offering various other enhancements, features or modifications to the Program, as set forth in Section 7 of the Affinity Agreement.

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

IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: James A. Hopson
Name: James A. Hopson
Title: Executive Director
Date: June 29, 1999

By: John C. Richmond
Name: JOHN C. RICHMOND
Title: SEVP
Date: July 13, 1999

**IOWA STATE UNIVERSITY ALUMNI ASSOCIATION
LIST AGREEMENT**

This List Agreement (the "List Agreement") is entered into as of this 29 day of June 1999, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") for themselves, and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons and the Affinity Agreement is in full force and effect as of the Effective Date; and

WHEREAS, ISUAA agrees to provide a mailing list of Constituents (as such term is defined herein) to MBNA America.

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

1. DEFINITIONS

1.1 Terms. All capitalized terms used herein and not otherwise specifically defined herein shall have the meanings ascribed to such terms in the Affinity Agreement.

1.2 Other Definitions. For the purposes of this List Agreement, the following terms have the following meanings.

(a) "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 Constituents segmented by zip codes or reasonably selected membership characteristics.

2. RIGHTS AND RESPONSIBILITIES OF ISUAA

(a) ISUAA agrees that during the term of this List 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 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 Constituents in relation to or for promoting any Financial Service Products of any entity other than MBNA America.

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

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

(d) Upon the request of MBNA America, ISUAA 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 ISUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs

from Royalties due ISUAA. ISUAA shall not include on the Mailing List those Constituents who have notified ISUAA of their desire not to receive solicitations by telephone or direct mail from ISUAA or third parties. The initial Mailing List shall contain at least 170,000 (one hundred and seventy thousand) names with corresponding postal addresses and, when available, telephone numbers.

(e) ISUAA shall promptly provide to MBNA America, in writing, the names and postal addresses and when available, telephone numbers, of those Constituents who have notified ISUAA that they do not want to receive credit card solicitations from ISUAA or third parties. ISUAA represents to MBNA America that the total number of do not solicit codes in existence on the date of this List Agreement do not exceed two thousand (2000) names. MBNA America will use its then current procedures to place such members on its Customer Master Suppression List.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

MBNA America shall use the Mailing Lists provided pursuant to this List Agreement consistent with this List 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 Constituents on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of ISUAA. 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 ISUAA.

4. CROSS INDEMNIFICATION

(a) ISUAA 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 List Agreement by ISUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. 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 indemnification by the other party.

(b) MBNA America will indemnify and hold harmless ISUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which ISUAA is included as a defendant (referred to as a "Claim"). ISUAA shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this List Agreement) of the Claim. ISUAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If ISUAA takes any Action with respect to a Claim without MBNA America's written approval or ISUAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to indemnify and hold ISUAA harmless with respect to that Claim.

5. CONFIDENTIALITY OF LIST AGREEMENT

The terms of this List 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 List 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 List Agreement or as mutually agreed in writing. MBNA America and ISUAA 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.

6. TERM OF LIST AGREEMENT

The initial term of this List Agreement will begin on the Effective Date and end on the date the Affinity Agreement expires or is terminated.

7. STATE LAW GOVERNING LIST AGREEMENT

This List 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.

8. TERMINATION

(a) In the event of any material breach of this List Agreement by MBNA America or ISUAA, the other party may terminate this List 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 List 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 List Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or ISUAA 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 List Agreement.

(c) Upon termination of this List Agreement, MBNA America shall, in a manner consistent with Section 9(d) of this List Agreement, cease to use the Mailing Lists. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Mailing Lists provided pursuant to this List 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 List Agreement communicated by ISUAA to the Constituents.

9. MISCELLANEOUS

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

(b) The obligations in Sections 5, 6, 9(c), and 9(d) shall survive any termination of this List Agreement.

(c) The failure of any party to exercise any rights under this List 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 List Agreement.

(e) If any part of this List 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 List 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 List 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 ISUAA:

Iowa State University Alumni Association
Alumni Suite, Memorial Union
2229 Lincoln Way
Ames, IA 50014-7164

ATTENTION: Diane VanWyngarden
Director of Marketing

(2) If to MBNA America:

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

ATTENTION: William P. Morrison,
Director of National Sales

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

(g) This List Agreement and the Affinity Agreement contain 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. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, ISUAA may not assign any of its rights or obligations under or arising from this List Agreement. MBNA America may not assign any of its rights or obligations under this List Agreement to any other person without the prior written consent of ISUAA, which shall not be unreasonably withheld; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this List Agreement:

(i) to a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that

such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate; or

(ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America (each a "Transaction"), subject to the following. MBNA America shall provide ISUAA with notice of such Transaction within thirty (30) days of consummation of such Transaction. Upon receipt of such notice, ISUAA shall have one hundred and eighty days to determine in good faith if it is reasonably satisfied with the post-Transaction relationship. In the event that ISUAA reasonably determines in good faith that it is not satisfied, ISUAA may terminate the List Agreement by notice to the successor entity to MBNA America, which notice shall specify in detail the basis for ISUAA's dissatisfaction. After receiving such notice, the successor entity shall have sixty (60) days in which to address ISUAA's issues and thereby satisfy ISUAA. If after such period ISUAA's issues remain unaddressed, the List Agreement shall immediately terminate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this List Agreement.

(h) MBNA America and ISUAA 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 List Agreement.

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

IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: James A. Hopson By: John C. Richmond
Name: James A. Hopson Name: John C. Richmond
Title: Executive Director Title: SEVA

July 13, 1999

MEMORANDUM OF UNDERSTANDING

Recognizing the mutual benefits of cooperation between the parties, Iowa State University (ISU), the Iowa State University Alumni Association (ISUAA), the Iowa State University Department of Athletics (ISUDA) and the Iowa State University Research Foundation (ISURF) enter into this Memorandum of Understanding (MOU) to document commitments made between the parties so that ISUAA and ISUDA can maximize the benefit of an Affinity Agreement regarding credit cards ISUAA extended with MBNA America Bank (MBNA) on June 29, 1999.

For the purposes of this MOU, Financial Service Products Program is defined to mean an agreement between ISU, ISUDA or ISURF and a bank or other financial institution under which such bank or financial institution is permitted to use the logos or other trademarks of ISU in connection with Financial Service Products or under which ISU, ISUDA or ISURF endorses, sponsors or promotes the Financial Service Products of such bank or financial institution. The term "Financial Service Products" means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs. This definition shall not include (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's receivables billing system; (iv) ISU's procurement program; (v) ISU's business travel program; and (vi) the ISU faculty, staff and student debit/credit/ATM card program between ISU and First Star Bank as the same is currently structured and delineated as of the date of this Agreement (the "ISU Card Program").

In order to assure that ISUAA's royalty from the Affinity Agreement with MBNA America is not impaired:

1. ISU and ISUDA will not enter into a Financial Service Products Program with any bank or financial institution during the term of the ISUAA Affinity Agreement.
2. ISURF agrees that it will not license ISU trademarks for use for Financial Service Products Programs other than the ISUAA-MBNA program.

This commitment shall last until June 30, 2005, the current expiration date of the First Amendment to the Iowa State University Alumni Association Affinity Agreement with MBNA.

Dated this 29 day of June, 1999

Iowa State University

WARREN R. MADDEN
(print name above)

By: Warren R. Madden

Its: VICE PRESIDENT

ISU Alumni Association

James A. Hopson
(print name above)

By: James A. Hopson

Its: Executive Director

Iowa State University Research Foundation

Kenneth Kirkland
(print name above)

By: K. Kirkland

Its: Executive Director

ISU Department of Athletics

CHARLI A. BENOIN-LICHT
(print name above)

By: Charli A. Benoin-Licht

Its: Associate Athletic Director

**SECOND AMENDMENT TO THE IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

This Second Amendment to the Iowa State University Alumni Association Affinity Agreement and Exhibit #1 (the "Addendum") are entered into as of this 29 day of June 1999, (the "Second Addendum Effective Date") among MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") and IOWA STATE UNIVERSITY DEPARTMENT OF ATHLETICS ("ISUDA") for themselves, and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons; and

WHEREAS, ISUAA and MBNA America mutually desire to add ISUDA as a party to the Agreement and ISUDA desires to be added as a party to the Agreement solely for the purpose of providing the sponsorship opportunities described in Exhibit #1;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA and MBNA America agree that the Affinity Agreement shall be amended as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Affinity Agreement.
2. ISUDA agrees to: (i) exclusively endorse the Program at the Iowa State University Athletic events and permit MBNA America to market the Program at Iowa State University athletic events; and (ii) provide MBNA America with all of the marketing opportunities and items listed on Exhibit #1, free of charge during the term of the Affinity Agreement.
3. Except as amended by this Addendum, all the terms, conditions and covenants of the Affinity Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Affinity Agreement shall be governed by this Addendum. 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 Affinity Agreement, as amended by this Addendum and the List Agreement contain 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.

**IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION**

MBNA AMERICA BANK, N.A.

By: James A. Hopson
Name: James A. Hopson
Title: Executive Director
Date: June 29, 1999

By: John Richmond
Name: John Richmond
Title: SEVP
Date: July 13, 1999

**IOWA STATE UNIVERSITY
DEPARTMENT OF ATHLETICS**

By: Charles A. Beddingfield III
Name: Charles A. Beddingfield III
Title: Associate Athletic Director
Date: June 29, 1999

EXHIBIT #1

A. DIRECT MAIL AND TELEMARKETING

1. ISUDA shall provide MBNA America (upon MBNA America's request) with copies of updated and current lists containing names, postal addresses and, when available, telephone numbers of the Iowa State University's (i) men's and women's basketball season ticket holders; (ii) men's and women's basketball individual game ticket purchasers; (iii) all regular season football ticket holders; and (iv) all regular season football individual game ticket purchasers (collectively, the lists are referred to as "Athletics Mailing Lists"). Athletics Mailing Lists shall be segmented by zip codes or other reasonably selected membership characteristics and shall be in a format designated by MBNA America.

2. ISUDA hereby permits MBNA America to market the Program by mail and telephone to individuals contained on the Athletics Mailing Lists. MBNA America shall not sell or rent the Athletics Mailing Lists to third parties. MBNA America shall have the sole right to designate individuals on these Athletics Mailing Lists to whom applications and material will not be sent. ISUDA shall not include on the Athletics Mailing List those Constituents who have notified ISUAA of their desire not to receive solicitations by telephone or direct mail from ISUDA or third parties. These Athletics Mailing Lists are and shall remain the sole property of ISUDA. 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 Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by ISUDA.

3. ISUDA will promptly provide to MBNA America, in writing, the names and postal addresses and when available telephone numbers, of those Constituents who have notified ISUDA that they do not want to receive credit card solicitations from ISUAA or third parties. MBNA America will use its then current procedures to place such members on its Customer Master Suppression List.

B. DIRECT PROMOTIONS

1. ISUDA shall permit MBNA America to conduct direct promotion campaigns for the Program at the following Iowa State University athletic events:

- a. all men's and women's regular season home basketball games during the term of this Agreement;
- b. all regular season home football games during the term of this Agreement; and
- c. any other Iowa State University regular season athletic event of MBNA America's choice, so long as ISUDA is notified by MBNA America of when it desires to conduct a direct promotion event at least three weeks prior to the event.

2. When conducting direct promotion campaigns, MBNA America may have up to two (2) separate direct promotion locations for each athletic event (each a "Location"). Each Location shall be at a prominent location within the athletic facility holding the event and will be mutually agreed upon by MBNA America and ISUDA.
3. At each Location, MBNA America shall use one 8' x 4' booth/table or kiosk and have no more than five (5) MBNA America people or representatives per Location. ISUDA shall distribute employee passes to all MBNA America people and representatives. To the extent that they are informed of the event's standard rules and regulations, MBNA America agrees that all MBNA America people and representatives will follow such rules and regulations when using the employee passes. ISUDA shall provide MBNA America with one (1) parking pass, for every four (4) MBNA America representatives scheduled to work, to a parking lot area that is within close proximity to the Location.
4. The booths/tables must be set up at least thirty (30) minutes prior to the gates opening for the athletic event and must be dismantled within one (1) hour following conclusion of the athletic event.
5. ISUDA shall provide a minimum of three (3) message board announcements per game or event, the timing of which will be mutually agreed to by the parties and the content of which will be determined by MBNA America, and approved by ISUDA, which approval shall not be unreasonably withheld or delayed.
6. MBNA America agrees that the Locations will be operated in a manner that is consistent with its prior marketing campaigns and that MBNA America people and representatives will remain near the Locations.
7. ISUDA agrees that it will supply MBNA America with secure storage space near or in the applicable athletic facility at a location mutually determined between MBNA America and ISUDA. The storage space allotted to MBNA America must be reasonably accessible to the representatives of MBNA America.

C. EXCLUSIVITY

During the term of the Affinity Agreement, MBNA America shall be the exclusive solicitor of credit card and charge card products and services at each Iowa State University athletic event. ISUDA (i) shall not provide to others any information about any current or potential Athletic Mailing Lists in relation to or for promoting any credit card and charge card products of any entity other than MBNA America; and (ii) agrees that it will not sell, rent or otherwise make available or accessible or allow others to sell, rent or make available or accessible any Athletics Mailing Lists in relation to or for promoting any credit card and charge card products offered by an entity other than MBNA America.



www.MBNA.com

MBNA Marketing Systems, Inc.
25875 Science Park Drive
Beachwood, Ohio 44122

(216) 545-4200
(888) 763-0472

November 7, 2002

Scott Dahl
Director of Marketing
Iowa State University Alumni Association
Alumni Suite, Memorial Union
2229 Lincoln Way
Ames, IA 50014

Re: Automated Dues Billing Information Sharing Letter Agreement

Dear Scott:

This letter agreement between Iowa State University Alumni Association and MBNA America Bank, N.A., acknowledges that each party has entered into or intends to enter into a separate agreement with Dataline Systems, Inc. for the express purpose of providing Automated Dues Billing services. In order to conduct the processes required to fulfill Automated Dues Billing services, both parties agree that MBNA shall be required to share with Dataline Systems, Inc. ("DLS") certain member information derived from the Marketing List provided by Iowa State University Alumni Association to MBNA for marketing Iowa State University Alumni Association affinity credit card in accordance with the Affinity Agreement. This information shall be shared exclusively to facilitate the Automated Dues Billing program. Such member information shall include, but not be limited to; name, address, phone number, member ID, and credit card account number. Therefore, the parties hereto grant to each other the authority to deliver to each other and DLS updated files and information on a continuous basis, to fulfill the purposes as contemplated by the Data Processing Agreement between Iowa State University Alumni Association and DLS, dated 2/11/02, as evidenced by their signatures below.

MBNA America Bank, N.A.

By: [Signature]
Name: David N. Pedersen
Title: Regional Executive Vice President

Accepted and Agreed:

Iowa State University Alumni Association

By: [Signature]
Name: Jeffrey W. Johnson
Title: President

**PLUS REWARDS ADDENDUM
TO THE IOWA STATE UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 2nd day of July, 2002, by and between Iowa State University Alumni Association ("ISUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA 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 ISUAA; and

WHEREAS, ISUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of ISUAA'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, ISUAA 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 ISUAA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

4. ~~ISUAA 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 ISUAA'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, ISUAA 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.

pursuant to its rights under the original agreement. approved by JJ 6-13-02

approved by JJ 6-13-02

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.

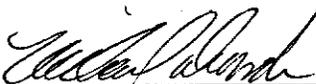
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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.

IOWA STATE UNIVERSITY ALUMNI
ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 
Name: Jeffrey W. Johnson
Title: President
Date: 6-13-02

By: 
Name: Michael Duvall
Title: SEVP
Date: July 29, 2002

Attachment #1

I. Reward Enhancement Brief Product Description

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

- A. \$0 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 11.99%. 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 ISUAA 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 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.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 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.
- C. 0.20% (one fifth of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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)).
- D. 0.20% (one fifth of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions).

**FIFTH AMENDMENT TO THE
IOWA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS FIFTH AMENDMENT to the Iowa State University Alumni Association Affinity Agreement (the "Fifth Amendment") is entered into this 14th of July 2008, by and between the Iowa State University Alumni Association ("ISUAA"), MBNA America Bank, N.A., n/k/a FIA Card Services, N.A. ("MBNA America"), and Iowa State University of Science and Technology ("ISU") on behalf of its Department of Athletics ("ISUDA"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to a list agreement dated June 29, 1999 (the "List Agreement"); and

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995 (the "Original Agreement"), as the same was amended by addendum dated June 29, 1999 (the "First Amendment"), by another addendum dated June 29, 1999, in which ISUDA was named a party to the agreement solely for the purpose of providing certain sponsorship opportunities described in the addendum (the "Second Amendment"), by addendum dated July 29, 2002 (the "Plus Rewards Addendum") and by addendum dated July 1, 2005 (the "Fourth Amendment") (the Original Agreement together with the First Amendment, Second Amendment, Plus Rewards Addendum and Fourth Amendment collectively referred to hereinafter as the "Agreement"); and

WHEREAS, ISUAA, ISU, ISUDA, and MBNA America mutually desire to modify the Agreement as provided for herein; and

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

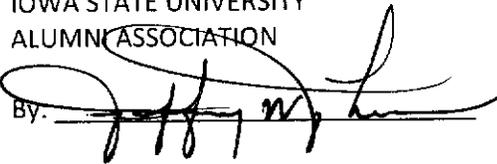
1. Section I(d) of Attachment #2 of the Fourth Amendment is hereby deleted in its entirety and replaced with the following new Section I(d) of such Attachment #2: "MBNA America shall no longer conduct promotional tabling events where the primary audience is ISU students from any location on the ISU campus. Notwithstanding the above, this amendment shall not alter ISUDA's endorsement of the Program at Iowa State University Athletic events and shall not alter MBNA America's right elsewhere under the Agreement (i.e., places other than in Section I(d) of Attachment#2 of the Fourth Amendment) to market the Program at Iowa State University events."
2. Section 6 of the Fourth Amendment shall be amended to provide at the end of Section 2(a) of the Agreement: "Requests for directory lists of students or prospective students by MBNA America shall not be made to ISUAA and shall only be made to ISU pursuant to the Iowa Open Records Act, Iowa Code Chapter 22. In the event ISU is prohibited from making such directory lists available to MBNA America due to amendment to the Iowa

Open Records Act or other legal prohibition, then ISUAA, to the extent permitted by law, shall make such directory lists available to MBNA America."

3. Except as amended by this Fifth Amendment, 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 Fifth Amendment and the Agreement shall be governed by this Fifth Amendment. This Fifth Amendment 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 Fifth Amendment, 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 Fifth Amendment 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 Fifth Amendment for and on behalf of such party.

IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION

By: 

Name: Jeffery W. Johnson

Title: President

Date: 8-10-08

MBNA AMERICA BANK, N.A.,
n/k/a FIA Card Services, N.A.

By: 

Name: DAVID BOOTH

Title: SA. VICE PRESIDENT

Date: 7-14-08

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

By: 

Name: Warren R. Madden

Title: Vice President for Business & Finance

Date: 9/4/08

IOWA STATE UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

By: 

Name: Jamie Pollard

Title: Athletic Director

Date: 9-12-08

**FOURTH AMENDMENT TO THE
IOWA STATE UNIVERSITY ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS FOURTH AMENDMENT to the Iowa State University Alumni Association Affinity Agreement together with Attachment #1 and Attachment #2 (collectively, the "Fourth Amendment") is entered into this 1st day of July, 2005, by and between the Iowa State University Alumni Association ("ISUAA"), MBNA America Bank, N.A. ("MBNA America"), and, for the limited purposes specified herein, Iowa State University of Science and Technology on behalf of its Department of Athletics ("ISUDA"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to a list agreement dated June 29, 1999 (the "List Agreement"); and

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995 (the "Original Agreement"), as the same was amended by addendum dated June 29, 1999 (the "First Amendment"), by another addendum dated June 29, 1999, in which ISUDA was named a party to the agreement solely for the purpose of providing certain sponsorship opportunities described in the addendum (the "Second Amendment"), and by addendum dated July 29, 2002 (the "Plus Rewards Addendum") (the Original Agreement together with the First Amendment, Second Amendment, and Plus Rewards Addendum collectively referred to hereinafter as the "Agreement"); and

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

WHEREAS, Iowa State University Research Foundation referred to in the Agreement as ISURF is no longer managing trademark policy for Iowa State University of Science and Technology and, therefore, Exhibit #1 to the First Amendment is deleted from the Agreement in its entirety; and

WHEREAS, ISUAA and Iowa State University Trademark Licensing Office ("ISUTLO") are now parties to a Trademark License Agreement wherein ISUTLO grants to ISUAA a license to use certain trademarks in connection with the Agreement; and

WHEREAS, ISUDA agrees to provide additional marketing and sponsorship opportunities under the extended term of the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA, Iowa State University of Science and Technology and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Fourth Amendment. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 9 of the Agreement is hereby amended to delete therefrom the date "June 30, 2005" and substitute in lieu thereof the date "June 30, 2012."
3. Section 1 of the Agreement is hereby amended to add the following new definitions:

"ISUAA Affiliate" means any entity controlling, controlled by or under common control with ISUAA. For the avoidance of doubt, ISUAA Affiliate does not include ISU.

'ISU' means Iowa State University of Science and Technology and any office or department of, or affiliated or associated with, the Iowa State University of Science and Technology, including but not limited to the Iowa State University Department of Athletics, Iowa State University Trademark Licensing Office and the Division of Student Affairs of the Iowa State University of Science and Technology.

'ISUAA Trademark' means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used or acquired by ISUAA or any ISUAA Affiliate during the term of this Agreement, and includes but is not limited to the ISUAA Wordmark.

'ISUAA Wordmark' means the design, image, visual representation, or logo that is derivative of an ISU Trademark and acquired by ISUAA or any ISUAA Affiliate under a license from ISU during the term of this Agreement.

'ISU Trademark' means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used, acquired or licensed by ISU during the term of this Agreement.

4. Section 1(d) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 1(d):

“(d) ‘Financial Service Product’ means any credit card program, charge card program, debit card program, travel and entertainment card program, unsecured installment or revolving loan program, and deposit program. This definition shall not include any current or future credit card, loan or deposit program between ISU and any entity other than MBNA America, the purpose of which is to conduct university-related business, including: (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's accounting and receivables billing system; (iv) ISU's procurement card program; (v) ISU's business or corporate travel card program; (vi) student loan consolidation programs; and (vii) the ISU faculty, staff and student debit/credit/ATM card program (the “ISUCard Program”), provided that such ISUCard Program does not include the issuance of credit cards, charge cards, debit cards or travel and entertainment cards to Constituents other than faculty, staff and current enrolled students of ISU, and provided further that such ISUCard Program does not include the use of Trademarks in a manner that is likely to cause Constituents to confuse the ISUCard Program with the Program. For the avoidance of doubt, the aforementioned exception to the definition of “Financial Service Product” does not apply to any credit card, charge card, debit card, travel and entertainment card, unsecured installment or revolving loan program or deposit program that may be used in whole or in part for a purpose other than to conduct university-related business.”

5. Section 1(i) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 1(i):

“(i) ‘Trademark’ means the ISUAA Trademarks and the ISU Trademarks.

6. Section 2(a) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 2(a):

“(a) ISUAA agrees that during the term of this Agreement it shall, and it shall cause ISU, to endorse the Program exclusively and ISUAA shall not and shall not permit, any ISUAA Affiliate or ISU, by itself or in conjunction with others, to directly or indirectly: (i) sponsor, advertise, aid, develop, or market Financial Service Products of any entity other than MBNA America, or solicit proposals for programs offering, or discuss with any entity other than MBNA America the providing of, Financial Service Products that are an alternative to or in competition with the

Program; (ii) license or allow others to license the Trademarks in relation to or for promoting 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 Constituents in relation to or for promoting Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ISUAA, any ISUAA Affiliate and ISU may accept (1) advertising of another entity's Financial Service Products and (2) sponsorship or other financial support from another entity, provided that any such advertisement or expression of sponsorship or financial support does not contain an express or implied endorsement by ISUAA, any ISUAA Affiliate or ISU of any Financial Service Products of such entity. It shall not be deemed a breach of this Section 2(a) for ISU to contract with an entity other than MBNA America to offer their Financial Service Products from a facility located within ISU's Memorial Union, provided that ISU does not (x) sponsor, advertise, aid, or market the Financial Service Products of such entity; (y) license or allow others to license the Trademarks in relation to or for promoting Financial Service Products of such entity; or (z) 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 Constituents in relation to or for promoting Financial Service Products of such entity. Notwithstanding anything else in this Agreement to the contrary, it shall not be deemed a breach of this Section 2(a) for ISU to disclose or otherwise make available Directory lists of students, prospective students, former students or employees of ISU pursuant to a lawful request or order pursuant to the Iowa Open Records Act, Iowa Code Chapter 22."

7. Section 2(g) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 2(g):

"(g) ISUAA hereby grants MBNA America and its affiliates a limited, exclusive license or sub-license (as the case may be) to use the Trademarks, including but not limited to the ISUAA Wordmark, solely in conjunction with the Program, including the promotion thereof. This license or sub-license shall be transferred upon any permitted assignment of this Agreement. This license or sub-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. ISUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after ISUAA's execution of this Agreement. Nothing stated in this Agreement prohibits ISUAA from granting to other persons a license or sublicense to use the Trademarks in conjunction with the providing of any other service or product, except for the Financial Service Products."

8. Section 2(j) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 2(j):

"(j) If at any time during the term of this Agreement ISU terminates or intends to terminate or not renew its then current (i) business credit card program, (ii) procurement card program, (iii) business or corporate travel card program, or (iv) ISUCard Program and desires to continue the subject program with an entity, ISUAA shall notify MBNA America of ISU's desire to continue the subject program. MBNA America shall have the right to submit a proposal to ISU to offer the subject program under the terms of any Request For Proposal (RFP) issued by ISU."

9. Section 4(b) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 4(b):

“(b) ISUAA 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 or sub-license (as the case may be) the Trademarks to MBNA America for use as contemplated by this Agreement. ISUDA 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 provide the Athletics Mailing Lists to MBNA America for the promotion of the Program.”

10. Effective July 1, 2005, the Plus Rewards Addendum is amended by deleting Attachment #1, Section II in its entirety. For the avoidance of doubt, the provisions of Attachment #1, Section II will remain in effect through and including June 30, 2005.

11. Effective July 1, 2005, the provisions of Schedule B to the Agreement shall be hereby deleted in their entirety and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and incorporated herein by reference. For the avoidance of doubt the provisions of the existing Schedule B will remain in effect through and including June 30, 2005.

12. Section 3(g) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 3(g):

“(g) 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 ISUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), and documentation of any deductions for royalties paid to licensed vendors for gifts and premiums as allowed under Section 19 of this Fourth Amendment made during the preceding calendar period.”

13. In addition to all other sponsorship and marketing rights, privileges, opportunities and obligations provided for under this Agreement (including, without limitation, the Second Amendment), ISUAA or ISUDA, as specified on Attachment #2, shall provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #2, attached hereto and incorporated herein by reference, free of charge, during each consecutive twelve month period commencing July 1, 2005, and continuing during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that the respective obligations of ISUAA and ISUDA under each Annual Marketing Plan are material obligations of ISUAA or ISUDA, as the case may be, to MBNA America.

14. The parties understand and agree that the List Agreement is hereby extended and will end on the date this Agreement expires or is terminated.

15. MBNA America agrees to make a gift of \$75,000 toward the cost of ISU's Morrill Hall renovation project. In consideration of such gift, ISUAA shall obtain for MBNA America the right for MBNA America to receive upon completion of the renovation project permanent named recognition of its gift in a manner and location within the renovated building that is mutually satisfactory to MBNA America and ISU.

16. MBNA America shall produce and provide signage to ISUAA and ISUDA, respectively, to be used for the purpose of promoting the Program in the manner and location(s) as MBNA America and ISUAA or MBNA America and ISUDA (as the case may be) may mutually agree upon from time to time. ISUAA or ISUDA (as the case may be) shall remove such signage within three days of MBNA America's request.

17. Subject to ISUAA's and ISUTLO's prior approval, MBNA America shall offer two distinct credit card plastic designs under the Program.

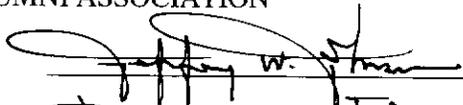
18. Upon the request of MBNA America, for each year of the contract period, ISUAA and/or ISUDA shall provide at no cost to MBNA America two game tickets/seats at one ISU home football game, one ISU men's home basketball game, and one ISU women's home basketball game for MBNA America employees and/or agents. ISUAA and/or ISUDA shall also provide concessions and any other prior agreed upon requests to employees and/or agents of MBNA America at the selected events.

19. Subject to applicable law and regulation, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in MBNA America's judgment for the solicitation of Credit Card Account applications. ISUTLO shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. MBNA America shall use vendors licensed by ISUTLO to produce or manufacture such gifts and premiums. MBNA America may be required to pay royalties due directly or indirectly to or on behalf of ISUAA, ISUDA, or ISU for such gifts or premiums. MBNA America may deduct documented royalty payments made to licensed vendors from all Royalties otherwise due under this Agreement to ISUAA.

20. Except as amended by this Fourth Amendment, 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 Fourth Amendment and the Agreement shall be governed by this Fourth Amendment. This Fourth Amendment 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 Fourth Amendment, 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 Fourth Amendment 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 Fourth Amendment for and on behalf of such party.

IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION

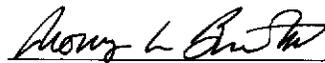
By: 

Name: JERRY W. JOHNSON

Title: President

Date: 6-29-05

MBNA AMERICA BANK, N.A.

By: 

Name: Thomas W. Brooks

Title: Senior EVP

Date: July 11, 2005

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

By: Warren R. Madden

Name: **Warren R. Madden**
Vice President for Business and Finance

Title: _____

Date: 6/29/05

IOWA STATE UNIVERSITY DEPARTMENT OF ATHLETICS

By: Bruce VanDe Velde

Name: _____

Title: Athletic Director

Date: 6/29/05

ATTACHMENT #1

SCHEDULE B

ROYALTY ARRANGEMENT

Effective July 1, 2005 and continuing during the term of this Agreement, MBNA America will pay ISUAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for ISUAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America.

A. 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 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 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 Credit Card Account; and 2) has had active 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 Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). For the avoidance of doubt, retail purchase transactions do not include cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). For the avoidance of doubt, retail purchase transactions do not include cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward

Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). For the avoidance of doubt, retail purchase transactions do not include cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve account opened, which is utilized by the Customer for at least one transaction, which is not subsequently rescinded or disputed.
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 the consumer Gold Reserve Accounts described below. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 the consumer Gold Option Accounts described below. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

E. 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.

F. ROYALTY ADVANCE

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

<u>DATE</u>	<u>ADVANCE AMOUNT</u>
July 1, 2005	\$500,000 (Five Hundred Thousand Dollars)
July 1, 2006	\$500,000 (Five Hundred Thousand Dollars)
July 1, 2007	\$500,000 (Five Hundred Thousand Dollars)
July 1, 2008	\$515,000 (Five Hundred Fifteen Thousand Dollars)
July 1, 2009	\$525,000 (Five Hundred Twenty-Five Thousand Dollars)
July 1, 2010	\$525,000 (Five Hundred Twenty-Five Thousand Dollars)
July 1, 2011	\$525,000 (Five Hundred Twenty-Five Thousand Dollars)

(each, an "Advance"), as an advance against future Royalties accrued pursuant to this Agreement on and after July 1, 2005, subject to the provisions set forth below. All Royalties accrued on and after July 1, 2005 shall, in lieu of direct payment to ISUAA, be applied against each of the above referenced Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ISUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to ISUAA hereunder, and (y) ISUAA 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 (vii) below should occur:

- (i) The Agreement is terminated prior to June 30, 2012;
- (ii) ISUAA or ISUDA materially breaches any of its obligations under this Agreement, which breach is not cured within sixty (60) days after receipt of written notice of such breach from MBNA America;
- (iii) ISUAA, ISUDA or ISU prohibits or otherwise prevents MBNA America from conducting at least six (6) direct mail campaigns to the full updated Mailing List (as defined in the "List Agreement") and Athletics Mailing List during each consecutive twelve month period commencing July 1, 2005, and continuing during the term of the Agreement;
- (iv) ISUAA, ISUDA or ISU prohibits or otherwise prevents MBNA America from conducting at least six (6) telemarketing campaigns to the full updated Mailing List (as defined in the "List Agreement") and Athletics Mailing Lists during each consecutive twelve month period commencing July 1, 2005, and continuing during the term of the Agreement;
- (v) ISUAA, ISUDA or ISU prohibits or otherwise prevents MBNA America from conducting direct promotion tabling events as described in and in accordance with Exhibit #1 of the Second

Amendment and Attachment #2 of the Fourth Amendment, respectively, during each consecutive twelve-month period commencing July 1, 2005, and continuing during the term of the Agreement;

- (vi) The List Agreement is terminated prior to June 30, 2012.
- (vii) ISU or ISUDA endorses, sponsors, advertises, aids, or markets any Financial Service Product of any entity other than MBNA America, or solicits proposals for programs offering, or discusses with any entity other than MBNA America the providing of, Financial Service Products that MBNA America believes is an alternative to or in competition with the Program, provided however, that in the event MBNA America believes the condition in this Clause (vii) has occurred, MBNA America shall provide ISUAA written notice describing the basis for which MBNA America believes this condition has occurred, and shall provide ISUAA a reasonable opportunity to resolve the occurrence to MBNA America's reasonable satisfaction. If ISUAA does not resolve or substantially resolve the occurrence, or the parties do not otherwise mutually resolve the occurrence, within thirty (30) days after ISUAA's receipt of notice from MBNA America, then MBNA America may exercise any and all of its rights that it reasonably believes it is entitled to exercise under this Agreement with regard to the occurrence of this condition. Notwithstanding anything in this Agreement to the contrary, MBNA America shall not be obligated to pay any Advance hereunder, unless and until the occurrence has been resolved, if at the time the Advance is due, MBNA America has provided ISUAA written notice of its belief that the condition described in this Clause (vii) has occurred.

2. Beginning July 1, 2005, if during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to ISUAA, and pays ISUAA Royalties accrued by ISUAA 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.

G. ROYALTY GUARANTEE

ISUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance(s) described in Subsection F.1, above) equal to or greater than Three Million Five Hundred Ninety Thousand Dollars (\$3,590,000) (the "Guarantee Amount") during the period commencing on July 1, 2005 and ending on June 30, 2012, subject to the provisions set forth below. If on June 30, 2012 ISUAA has not accrued \$3,590,000 in Royalties, MBNA America will pay ISUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ISUAA from July 1, 2005 through and including June 30, 2012 and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1, above.

H. SPONSORSHIP PAYMENT

Provided that none of the conditions in Section F.1, above, have occurred, within forty-five (45) days after each of the following dates MBNA America shall pay to ISUAA the following corresponding amounts:

<u>DATE</u>	<u>SPONSORSHIP PAYMENT</u>
July 1, 2005	\$13,000 (Thirteen Thousand Dollars)
July 1, 2006	\$12,000 (Twelve Thousand Dollars)
July 1, 2007	\$12,000 (Twelve Thousand Dollars)

July 1, 2008	\$12,000 (Twelve Thousand Dollars)
July 1, 2009	\$12,000 (Twelve Thousand Dollars)
July 1, 2010	\$12,000 (Twelve Thousand Dollars)
July 1, 2011	\$12,000 (Twelve Thousand Dollars)

ATTACHMENT #2
SPONSORSHIP AND MARKETING OPPORTUNITIES

I. ISUAA SPONSORSHIP AND MARKETING OPPORTUNITIES

ISUAA shall provide to MBNA America the following sponsorship and marketing opportunities under each Annual Marketing Plan:

- (a) ISUAA shall permit MBNA America to advertise the Program on its home page and on the home pages of ISUAA's affiliated organizations, including but not limited to, ISUAA's Student Alumni Association, Student Alumni Leadership Council, and Cyclone Alley Central. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. ISUAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.
- (b) ISUAA will create and run at least four (4) full-page testimonials about the Program annually in its alumni magazine, currently *Visions*.
- (c) If requested by MBNA America, ISUAA shall agree to send a test e-mail solicitation for the Program to a minimum of ten thousand (10,000) Constituents between July 1, 2005 and December 31, 2005. If the e-mail campaign is successful, then ISUAA agrees that, upon the request of MBNA America, ISUAA shall send e-mail solicitations for the Program to the Constituents at least two (2) times per calendar year during the remainder of the term of the Agreement. The e-mail solicitations are subject to the prior written approval of MBNA America. ISUAA shall comply with MBNA America's instructions and all applicable law concerning the distribution of advertisements by e-mail, including without limitation the CANN SPAM Act. ISUAA shall comply with MBNA America's instructions concerning compliance with applicable law, including without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, regarding e-mail solicitations for the Program.
- (d) ISUAA shall secure from ISU, during each year of this Agreement, all required permission and necessary access for MBNA America to conduct, subject to university guidelines, direct promotion tabling for the Program at ISU's Student Union and at such other on-campus or university-sponsored events, locations or venues as ISUAA and MBNA America may mutually agree upon from time to time, including but not limited to WelcomeFest and select Senior outreach events. Notwithstanding the foregoing, ISUAA will secure for MBNA America one (1) parking pass for every four (4) MBNA America representatives who are scheduled to conduct direct promotion tabling, which passes will be for location(s) within close proximity to the facility, location, or venue in which MBNA America will be conducting its direct promotion tabling. ISUAA will obtain permission from ISU for MBNA America to have as many as four (4) direct promotion tabling locations (each a "Location") within the facility or venue holding the event. The Locations shall be at prominent locations within such facility or venue to be mutually agreed upon by MBNA America, ISUAA, and ISU. In addition, ISUAA will use its best efforts to gain from ISU reasonable vehicular access to the facility in which MBNA America will be conducting direct promotion tabling, such that, to the extent possible, MBNA America will have a convenient position, in relation to each Location, in which to unload and load vehicle(s) before and after an event. ISUAA will obtain permission from ISU for MBNA America to set up each Location at least one (1) hour prior to the scheduled start of an event. Any issues concerning direct promotion tabling on campus or at university-sponsored events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and ISUAA, and to the extent applicable, by ISU.

(e) From time to time during the term of this Agreement, as mutually agreed upon by MBNA America and ISUAA, ISUAA will arrange with the Iowa State University Foundation (the "Foundation") to solicit interest in the Program during fundraising campaigns. Such solicitation efforts will be conducted in accordance with MBNA America's instructions.

(f) Subject to the prior written approval of MBNA America, ISUAA shall place an MBNA America logo on premium items provided to members of ISUAA's affiliated Student Alumni Association ("SAA"). ISUAA shall cause to appear on such premium items appropriate copyright and/or trademark notices as designated in advance and in writing by MBNA America for the MBNA America logo. ISUAA shall provide to MBNA America the opportunity to market the Program to members of the SAA including but not limited to distributing take-one applications for the Program, and sending e-mail solicitations for the Program to members of the SAA.

II. ISUDA SPONSORSHIP AND MARKETING OPPORTUNITIES

ISUDA shall provide to MBNA America the following sponsorship and marketing opportunities under each Annual Marketing Plan:

(a) ISUDA will continue to provide MBNA America the direct promotion opportunities in accordance with the provisions of Section B of Exhibit #1 of the Second Amendment, except that ISUDA agrees to increase the number of Locations provided for in Paragraph B.2 of Exhibit #1 from two (2) Locations to four (4) Locations for regular season home football games. In addition, ISUDA will provide reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load. MBNA America and ISUDA agrees with the other that they will mutually agree upon any additional issues concerning direct promotion tabling at athletic events that are not specifically mentioned in this Agreement.

(b) ISUDA will provide two fifteen-second public address announcements advertising the Program at each home athletic event where direct promotion tabling for the Program is occurring.

(e) MBNA America has the right to distribute take-one applications for the Program with all athletic ticket renewal notices, athletic season ticket mailings, and/or at all window locations that sell tickets for athletic events.

DEPOSIT PROGRAM AGREEMENT

This Agreement is entered into as of this 1st day of April, 2010 (the "Effective Date") by and between Bank of America, N.A., a national banking association having its principal place of business in Charlotte, North Carolina ("Bank"), and Iowa State University Alumni Association, a 501(c)3 corporation and for the limited purposes specified herewith, Iowa State University of Science and Technology ("ISUST") on behalf of its Department of Athletics ("ISUDA") having its principal place of business in Ames, Iowa ("ISUAA"), for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below.

"Agreement" means this agreement and Schedules A through B.

"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, America Express or other card network, and (iv) the commencement of litigation, any settlement, or any judicial or administrative interpretations of any statutes, regulations, requirements, bulletins, by-laws, rules, restrictions, or contractual terms described in (i)-(iii) above, including those impacting consumer credit, credit card issuance, unfair or deceptive advertising or trade practices and privacy laws, that apply to or are binding upon either Party hereto, its business and its respective responsibilities and/or covenants with respect to the Program.

"Constituent" means any dues paying member of ISUAA, non-dues paying members of ISUAA, graduate of Iowa State University, and/or other potential participants mutually agreed to by ISUAA and Bank.

"Customer" means any Constituent who is a participant in the Program.

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

"Deposit Account" means a consumer Deposit Product opened pursuant to the Program.

"Deposit Products" means any consumer deposits program and debit card program including such products as money market deposit accounts, checking accounts, savings accounts, certificate of deposit accounts, individual retirement accounts, and debit cards. This definition shall not include any current or future Deposit Products between ISUDA or ISU and any entity other than Bank, where the purpose

or future Deposit Products between ISUDA or ISU and any entity other than Bank, where the purpose of such program is to conduct university-related business, including: (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's account and receivables billing system; (iv) ISU's procurement card program; (v) ISU's business or corporate travel card program; (vi) student loan consolidation programs; and (vii) the ISU faculty, staff and student debit/credit/ATM card programs, (the "ISU Card Program"), provided that such ISU Card Program does not include the issuance of credit cards, charge cards, debit cards, or travel and entertainment cards to Constituents other than faculty, staff and current enrolled students of ISU and provided further that such ISU Card Program does not include the use of Trademarks in a manner that is likely to cause Constituents to confuse the ISU Card Program with Deposit Products.

"Information" has the meaning ascribed to such word in Section 8.

"ISU" means Iowa State University of Science and Technology and any office or department of, or affiliated with, the Iowa State University of Science and Technology, including but not limited to the Iowa State University Department of Athletics, Iowa State University Trademark and Licensing Office and the Division of Student Affairs of the Iowa State University of Science and Technology.

"ISU Trademark" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used, acquired or licensed by ISU during the term of this Agreement.

"ISUAA Affiliate" means any entity which is directly or indirectly controlled by or under common control with ISUAA. For the avoidance of doubt, ISUAA Affiliate does not include ISU.

"ISUAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used or acquired by ISUAA or any ISUAA Affiliate during the term of this Agreement, and includes but is not limited to the ISUAA Wordmark.

"ISUAA Wordmark" means the design, image, visual representation or logo that is derivative of an ISU Trademark and acquired by ISUAA or any ISUAA Affiliate under a license from ISU during the terms of this Agreement.

"Marketing 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) of all Constituents who are at least eighteen years of age, segmented by zip codes or other mutually selected characteristics.

"Program" means those programs and services of the Deposit Products Bank may, at its option, offer to the Constituents from time to time pursuant to this Agreement.

"Program Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an ISUAA or ISU Trademark, with or without other elements.

"Royalties" means the compensation for certain Deposit Products as set forth in Schedule A.

2. RIGHTS AND RESPONSIBILITIES OF ISUAA

- (a) ISUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither ISUAA nor any ISUAA Affiliate will, 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 Bank) the providing of, any Deposit Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the ISUAA Trademarks in relation to or for promoting any Deposit Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its marketing lists, mailing lists or information about any current or potential Constituents in relation to or for promoting any Deposit Products of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, ISUAA, ISUDA and ISU may accept (1) advertising of another entity's Deposit Products; and (2) sponsorship or other financial support from another entity, provided that any such advertisement or expression of sponsorship or financial support does not contain an express or implied endorsement by ISUAA, ISUDA or ISU of any Deposit Products of such entity. It shall not be deemed a breach of this Section 2(a) for ISU to contract with an entity other than Bank to offer their Deposit Products from a facility located within ISU's Memorial Union, provided that ISU does not (x) sponsor, advertise, aid, or market the Deposit Products of such entity; (y) license or allow others to license the Trademarks in relation to or for promoting Deposit Products of such entity; or (z) 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 Constituents in relation to or for promoting Deposit Products of such entity.
- (b) ISUAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (i) ISUAA shall provide Bank, at no cost, with access to the ISUAA website to permit Bank to conduct online marketing efforts with, when applicable, links to a Deposit Product application url and/or Bank inbound application telephone numbers. Such ISUAA website access shall include banner placements on the ISUAA website's homepage, account profile pages and such other online marketing sites as the parties shall mutually agree upon. ISUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, ISUAA will provide Bank with the ability to access any and all pages within the ISUAA internet site(s) and provide access to "members only" areas of the website made available to certain Constituents where advertising is permitted by the ISUAA.
- (ii) ISUAA agrees to conduct, at its own expense and on an ongoing basis: (1) online marketing efforts for Deposit Products, including web banners and e-newsletter at least twice per year, which would include links to a Deposit Product application url and/or Bank inbound application telephone numbers(s), (2) buckslips inserted in Constituent communications, such as magazines, welcome kits, member directories, letters and solicitations, flyers, renewal notices and event notifications, provided ISUAA is not required to pay for such buckslip or any incremental postage and (3) print ad space that may be combined with Bank credit card offers or print ad space that may alternate with Bank credit card ads. Notwithstanding the above, ISUAA agrees that Bank has prior approval over any and all material, including scripts, that ISUAA uses in any Program

marketing effort and that ISUAA shall discontinue any or all marketing efforts upon receipt of written notice from Bank requesting such discontinuance.

- (c) ISUAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contains an ISUAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that ISUAA Trademarks change, Bank shall be entitled to use existing stock of materials until such stock is depleted. In the event that Bank incurs a cost because of a change in the ISUAA Trademarks where such change is requested by ISU, IUSAA or ISUDA (e.g., the cost of reissuing new debit cards), Bank may deduct such costs from Royalties due ISUAA. In the event such costs exceed Royalties then due ISUAA, ISUAA will promptly reimburse Bank for all such costs.
- (d) At least once annually and within thirty (30) days following the request of Bank, ISUAA will provide Bank with the Marketing List free of any charge; provided, however, that ISUAA will not include in any Marketing List the name and/or related information regarding any Constituent who has expressly requested that ISUAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by ISUAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due ISUAA. ISUAA will provide the Marketing List, containing the required information for at least one-hundred seventy thousand (170,000) non-duplicate Constituent names.
- (e) ISUAA will, and will cause any ISUAA Affiliates to, only provide information to or otherwise communicate with Constituents or potential Constituents about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to ISUAA. Notwithstanding the above, ISUAA may respond to individual inquiries about the Program from its Constituents on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to ISUAA. Any correspondence received by ISUAA that is intended for Bank will be forwarded to the Bank account executive via overnight courier within two (2) business days of receipt. All charges incurred for this service will be paid by Bank.
- (f) ISUAA hereby grants Bank and its affiliates a limited, exclusive license or sub-license (as the case may be) to use the ISUAA Trademarks, excluding the ISUAA Wordmarks, solely in conjunction with the Program, including the promotion thereof. ISUAA grants Bank and its affiliates a limited license or sub-license (as the case may be) to the ISUAA Wordmarks, solely in conjunction with the Program, including the promotion thereof. This license or sub-license shall be transferred upon any permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the ISUAA Trademarks, notwithstanding the transfer of such ISUAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. ISUAA will provide Bank all ISUAA Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty days after ISUAA's execution of this Agreement. Nothing stated in this Agreement prohibits ISUAA from granting to other persons a license to use the ISUAA Trademarks in conjunction with the providing of any other service or product, except for any Deposit Products.

- (g) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an ISUAA or ISU Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). ISUAA, ISU and ISUDA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. ISUAA, ISU or ISUDA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any ISUAA Trademark. Bank may use Program Trademarks that contain ISUAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Constituents.
- (b) Bank will design all advertising, solicitation, and promotional materials with regard to the Program. Bank 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 ISUAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program.
- (d) Bank will make all Deposit Product application decisions and will bear all risks with respect to each application decision for a Deposit Product independently of ISUAA. Bank, and Bank's affiliates, will determine in their discretion the type or types of Deposits Products, that will be offered under the Program, and such may be adjusted or amended from time to time by Bank and Bank's affiliates. All Deposits Products offered under the Program will be subject to Bank's standard consumer agreements. ISUAA will not possess any ownership interest in the Deposit Products offered under the Program or any Deposit Accounts or debit cards established pursuant to the Program.
- (e) Bank will only use any the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling these Marketing Lists to use them for any unauthorized purpose. Bank will have the sole right to designate Constituents on these Marketing Lists to whom promotional material will not be sent. Any Marketing Lists are and will remain the sole property of ISUAA. However, Bank may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by ISUAA.
- (f) Notwithstanding anything contained in the Agreement to the contrary, ISUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank's affiliates offer (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Program and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using any Marketing Lists for Deposit Products, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless ISUAA consents to Bank's use of any Marketing 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 terms and conditions of this Agreement.

- (g) Subject to applicable law and regulation, Bank has the right to place ISUAA and ISU Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Deposit Product applications. Iowa State University Trademark Licensing Office ("ISUTLO") shall have final approval of the use and appearance of the ISUAA and ISU Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank shall use vendors that have permission to use ISUAA and ISU Trademarks or vendors licensed by ISUTLO to produce or manufacture such gifts and premiums. Bank may be required to pay royalties due directly or indirectly to or on behalf of ISUAA or ISU for such gifts or premiums. Bank may deduct documented royalty payments made to licensed vendors from royalties due under this Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) ISUAA and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
- (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) ISUAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license or sub-license (as the case may be) the ISUAA Trademarks, including the ISUAA Wordmarks and ISU Trademarks, to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. ISUAA will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith

(including attorneys' fees), arising from the ISUAA Trademark, ISUAA Wordmark or ISU Trademark license granted herein or from Bank's use of such trademarks or derivatives thereof in reliance thereon, or from the use of any Marketing List(s) by Bank for the promotion of the Program. Each party will 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 ISUAA Trademarks, ISUAA Wordmark, ISU Trademark or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties for certain Deposit Accounts to ISUAA in accordance with the terms described on Schedule A. ISUST and ISUDA acknowledge that no Royalties will be paid to those entities by Bank pursuant to this Agreement Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.
- (b) If at any time during the term of this Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify ISUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in this Agreement to address the Impact. If, within thirty (30) business days after ISUAA'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 ISUAA, upon ninety (90) days advance written notice.

6. CROSS INDEMNIFICATION

ISUAA 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 ISUAA or Bank, respectively as the case may be, or its directors, officers or employees in connection with the solicitation or performance by each party of its respective duties under this Agreement. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may result in indemnification by the other party.

7. PROGRAM ADJUSTMENTS

Bank reserves the right, in its sole discretion, to adjust or amend from time to time the features, terms and conditions of the Program and the products offered under the Program. Customers may, as a benefit under the Program, be offered opportunities to select debit card protection and other products and services.

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2012. 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) and not more than one hundred and eighty (180) days prior to the end of the then current term or renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or ISUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or ISUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 11(d) of this Agreement, cease to use the ISUAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the ISUAA Trademarks or to the Marketing Lists.

- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by ISUAA or any ISUAA Affiliate to the Constituents. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, ISUAA will allow Bank to continue to use the ISUAA Trademarks on, and will not attempt to cause the removal of ISUAA Trademarks from, any person's debit cards, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion. Following termination, Bank may convert Customers, in its sole discretion, to any other Bank deposit product or service without notice to ISUAA.
- (e) In the event that any change in Applicable Law results or will result in a material adverse effect on the Bank's debit card business, as determined in Bank's sole discretion, (a "Bank Debit Card Event"), Bank may notify ISUAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Bank Debit Card Event. A Bank Debit Card Event shall include such change in Applicable Law regardless of when such change or the possibility of such change became known to the Bank. Such notice will include an explanation of the Bank Debit Card Event and describe its impact on Bank. If, within thirty (30) business days after ISUAA'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 ISUAA, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, ISUAA agrees that neither ISUAA nor any ISUAA Affiliate will, by itself or in conjunction with others, directly or indirectly target any offer of a Deposit Service Product to persons who were Customers. Notwithstanding the foregoing, ISUAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another deposits and debit card financial service program endorsed by ISUAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Constituents and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Constituents.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 6, 8, 11(c), 11(d), 11(e) and 11(f) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 will for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability

will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein.

- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to ISUAA:

Iowa State University Alumni Association
ATTN: Mr. Jeffery Johnson
ISU Alumni Center
420 Beach Avenue
Ames, Iowa 50011
Fax #: 515-294-9402

- (2) If to Bank:

Bank of America, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884
ATTENTION: Contract Administration
Fax #: (302) 432-1821

- (3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

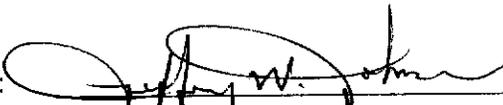
- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of Bank, which will not be unreasonably withheld, ISUAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of ISUAA. Bank may utilize the services of any third party and Bank's affiliates, in fulfilling its obligations under this Agreement. Certain Deposit Products or services under this Agreement may be offered through Bank's affiliates.
- (h) Bank and ISUAA are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than ISUAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) ISUAA recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, ISUAA agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines

that ISUAA does not so conduct itself, Bank may terminate this Agreement, effective immediately.

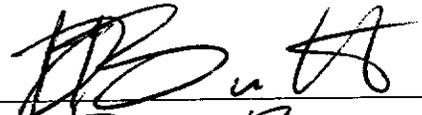
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with at least thirty (30) days prior written of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

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

Iowa State University
Alumni Association

By: 
Name: JEFFERY W. Johnson
Title: President & CEO
Date: 3-18-10

Bank of America, N.A.

By: 
Name: David Booth
Title: SR Vice President
Date: 4-20-10

Iowa State University
of Science and Technology

By: 
Name: Warren R. Madden
Title: Vice President for Business and Finance
Date: 3/24/10

Iowa State University
Athletic Department

By: 
Name: Jamie Pollard
Title: Director of Athletics
Date: 3/29/10

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, ISUAA will receive the Royalties for the Deposit Products set forth below. Deposit Products Royalties will not be paid to ISUAA on any existing deposit account that is converted to the Program. .

- A. Three Dollars (\$3) for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional One Dollar and Fifty Cents (\$1.50) for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date.
- B. Three One-Hundredths of One Percent (.03%) of Debit Net New Purchases (as defined in the Definitions Section).

The Parties understand and agree that all Royalties paid under this Agreement shall count toward the Guarantee Amount in Section G, Attachment #1 to Schedule B of the Iowa State University Alumni Association Affinity Agreement by and between ISUAA and MBNA America Bank, N.A. effective July 1, 2005, as subsequently amended.

**SIXTH AMENDMENT TO THE IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS AMENDMENT (the "Sixth Amendment") is entered into this 1st day of April, 2010 (the "Amendment Effective Date") by and between Iowa State University Alumni Association ("ISUAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA and Bank are parties to an Affinity Agreement dated as of June 29, 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 ISUAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA 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. As of the Amendment Effective Date, and for the remainder of the term and any renewal terms, the Mailing Lists and Athletics Mailing Lists will not contain the names of undergraduate or graduate students of Iowa State University.
3. ISUAA and Bank mutually agree that as of the Amendment Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to ISUAA for any Student Credit Card Accounts; however, pursuant to the trademark license granted by ISUAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.
4. If the List Agreement terminates for any reason, Bank may also terminate this Agreement.
5. The last sentence of Section 2(a), as amended by Section 2 of that certain Fifth Amendment to the Agreement dated as of July 14, 2009, is hereby deleted in its entirety. Bank will no longer request nor will ISUAA provide directory lists of students or prospective students.
6. Sections 13(f)(1) and 13(f)(2) of the Agreement are hereby deleted in its entirety and replaced by the following new Sections 13(f)(1) and 13(f)(2):

"(1) If to ISUAA:

Iowa State University Alumni Association
ISU Alumni Center
420 Beach Avenue
Ames, IA 50011-1430

ATTENTION: Mr. Jeffery W. Johnson
President, CEO, and Publisher

Fax #: (515) 294-9402

(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

7. Section(s) A.4, C, and D of Schedule B are hereby deleted from the Agreement in their entireties.

8. 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 Sixth Amendment and the Agreement shall be governed by this Sixth Amendment. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Sixth Amendment, 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 Sixth Amendment 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 Sixth Amendment, 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 Sixth Amendment 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 Amendment for and on behalf of such party.

**IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: [Signature]
Name: JEFFERY W. JOHNSON
Title: President & CEO
Date: 3-15-10

FIA CARD SERVICES, N.A.

By: [Signature]
Name: Chad Pisorchik
Title: SVP
Date: 4-9-10

**IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY**

By: [Signature]
Name: Warren R. Madden
~~Vice President for Business and Finance~~
Title: _____
Date: 3/24/10

**IOWA STATE UNIVERSITY DEPARTMENT
OF INTERCOLLEGIATE ATHLETICS**

By: [Signature]
Name: Jamie Pollard
Title: Director of Athletics
Date: 3/29/10

**SEVENTH AMENDMENT TO THE IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS AMENDMENT (the "Seventh Amendment") is entered into this 18th day of April, 2011 (the "Amendment Effective Date") by and between Iowa State University Alumni Association ("ISUAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA and Bank are parties to an Affinity Agreement dated as of June 29, 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 ISUAA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA 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:

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

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

"Reward GIP Account" means a Reward Account opened pursuant to a GIP in which ISUAA complies with the GIP provisions of the Agreement.

3. The following new Section 14 is hereby added to the Agreement:

"14. GROUP MARKETING

(a) ISUAA will design and produce, at its expense, all marketing material with regard to any GIP marketing efforts being conducted, directly or indirectly, by ISUAA, ("**ISUAA Marketing Effort**"). ISUAA will give Bank sixty (60) days notice prior to engaging in any ISUAA Marketing Effort.

(b) All GIP marketing materials will be coded by ISUAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle ISUAA to the Royalty for GIP specified in Schedule B, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.

(c) Bank will have the right of prior approval of all marketing materials to be used in any ISUAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any ISUAA Marketing Effort. In furtherance of the above, ISUAA shall immediately discontinue any or all ISUAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such

discontinuance. ISUAA will not deviate from the approved materials and plan for any ISUAA Marketing Effort without the prior written approval of Bank.

- (d) All costs incurred by Bank in producing and mailing materials to support any ISUAA Marketing Effort will be promptly reimbursed by ISUAA upon demand, so long as Bank obtained ISUAA's written prior approval for Bank to incur such costs.
- (e) ISUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any ISUAA Marketing Effort.
- (f) ISUAA will advertise all the products offered under the Program on ISUAA's home page, account profile pages and such other prominent locations within the internet site(s) of ISUAA as the parties shall mutually agree upon, all at ISUAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle ISUAA to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. ISUAA will modify or remove such advertisements within one (1) ISUAA business day of Bank's request. To enable Bank to view all Program material, ISUAA will provide Bank with the ability to access any and all pages within the ISUAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material."

4. The following new Section I is hereby added to Schedule B of the Agreement:

"I. GIP ACCOUNTS

For the sake of clarity, Bank will pay all GIP Account Royalties under this Section I directly to ISUAA, and will not apply such Royalties against any Advance(s) or Guarantee Amount(s) that ISUAA received or may receive under the Agreement.

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

5. 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 Seventh Amendment and the Agreement shall be governed by this Seventh Amendment. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Seventh Amendment, 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 Seventh Amendment 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 Seventh Amendment, 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 Seventh Amendment 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 Amendment for and on behalf of such party.

**IOWA STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: [Signature]
Name: Jeffery W. Johnson
Title: President & CEO
Date: 4-19-11

FIA CARD SERVICES, N.A.

By: [Signature]
Name: Steve Doan
Title: SUP
Date: 6-7-11

**IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY**

By: [Signature]
Name: Warren R. Madden
Title: Vice President for Business and Finance
Date: 4/20/11

**IOWA STATE UNIVERSITY DEPARTMENT
OF INTERCOLLEGIATE ATHLETICS**

By: [Signature]
Name: Jamie Pollard
Title: Director of Athletics
Date: 5-9-11