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AGREEMENT

This Agreement is entered into as of the 1st day of October, 2000, (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"), and Loyola University of Chicago, an Illinois not for profit corporation having its principal place of business in Chicago, Illinois ("LUC"), for themselves, and their respective successors and assigns.

WHEREAS, LUC owns certain intangible property, consisting of LUC Indicia and Mailing Lists, and LUC desires to utilize an Affinity Credit Card program to keep LUC's name before students, alumni and other LUC supporters;

WHEREAS, LUC desires to provide revenue for its programs without placing undue demands on its staff;

WHEREAS, MBNA desires to gain access to the LUC Mailing Lists of students, alumni, and other LUC supporters, and to license the LUC Marks and LUC facsimile signature from LUC in order to offer the Program to LUC students, alumni and other LUC supporters; and,

WHEREAS, LUC and MBNA are parties to a list agreement dated October 25, 1995 (the "List Agreement") and a trademark agreement dated October 25, 1995 (the "Trademark Agreement")(together referred to as the "Original Agreement").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, LUC and MBNA agree as follows:

1. **DEFINITIONS.** When used in this Agreement:

a. "Affinity Credit Card" means a consumer credit card, which bears any of the LUC Marks, and which is intended to be used for personal, family or household purposes, such as VISA or MasterCard, and which is marketed with LUC's permission to Members by a bank or credit card issuer, and thereafter issued by such bank or credit card issuer to qualified Members as a personal credit obligation of the Member, for which such bank or credit card issuer pays a royalty to LUC for use of the Mailing Lists and LUC Indicia. "Affinity Credit Card" does not include any other financial services, including but not limited to travel and entertainment cards, charge cards (which must be paid in full following the close of each billing cycle), debit cards, personal lines of credit, checking accounts, procurement credit or charge cards, employment related credit or charge cards which are intended to be used for business purposes, student multipurpose identification cards that do not include a credit card or charge card feature, and American Express cards.

b. "Agreement" means this agreement, including Schedules A, B and C.

c. "Credit Card Account" means an Affinity Credit Card account opened by a Member with MBNA in response to marketing efforts made pursuant to the Program or pursuant to the Original Agreement. An "Alumni Credit Card Account" is a Credit Card Account where the primary

applicant is an Alumni Member. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Member.

d. "Customer" means any Member with a Credit Card Account. "Student Customer" means any Student Member with a Student Credit Card Account. "Alumni Customer" means an Alumni Member with an Alumni Credit Card Account.

e. "Financial Service Products" means consumer credit card programs intended to be used for personal, family or household purposes (which allow the cardholder to carry an outstanding credit balance), and consumer charge cards intended to be used for personal, family or household purposes (which must be paid in full following the close of each billing cycle), and includes consumer travel and entertainment card programs.

f. "LUC Indicia" means the LUC name, LUC Marks and LUC facsimile signature.

g. "LUC Marks" means the logos, trademarks, servicemarks or other marks of LUC depicted on Schedule C. From time to time, Schedule C may be amended by LUC to replace LUC Marks or incorporate other logos, trademarks, servicemarks or other marks of LUC.

h. "Mailing Lists" means LUC's current lists and /or magnetic tapes containing the following information, if LUC has the information in its records: names, postal addresses and, when available, telephone numbers of Members. Provided however, that LUC need not include information about any person who has expressly requested that LUC not provide his/her personal information to third parties, or where such disclosure is prohibited by law.

i. "MBNA Affiliates" means entities that either wholly own or control MBNA, or which are wholly owned or controlled by MBNA, or which are, with MBNA, wholly under common ownership or control by a holding company or other similar entity, including but not limited to: MBNA Corporation; MBNA International Bank Limited (a/k/a MBNA Europe); MBNA Canada Bank (a/k/a MBNA Canada); and MBNA Marketing Systems, Inc.

j. "Member" means (1) a student of LUC, except for students enrolled in the Stritch School of Medicine ("SSOM"), (each, a "Student Member"); and (2) an alumnus/a of LUC, or other supporter of LUC if such supporter's name is identified by LUC or is obtained by MBNA through the online application on MBNA's website for the Affinity Credit Card offered through the Program or is obtained by MBNA through other means (an "Alumni Member").

k. "Program" means an Affinity Credit Card program which MBNA offers pursuant to this Agreement to the Members, under which MBNA issues or has issued Credit Card Accounts to Customers.

l. "Royalties" means the compensation set forth in Section 6 and Schedule B.

2. GRANT OF LICENSES.

a. Grant of Licenses. LUC hereby grants the following licenses to MBNA subject to all restrictions, terms and conditions set forth in this Agreement, for the term of this Agreement:

i. Grant of License to use LUC Marks and Mailing Lists To MBNA. LUC grants to MBNA a non-exclusive, non-transferable (except in the case of a permitted assignment under Section 11.h), personal, license to use the LUC Marks and Mailing Lists solely in connection with promoting and operating the Program, including, but not limited to: informing Members that LUC has authorized the Program; use of the LUC Marks on Affinity Credit Cards issued for Credit Card Accounts; use of the LUC Marks on promotional materials for the Program issued by MBNA to Members or Customers; use of the LUC Marks on Credit Card Account statements issued by MBNA to Customers; use of the LUC Marks on the web page operated by MBNA in conjunction with the Program that allows Members to apply online for a Credit Card Account; or use as otherwise specifically provided for in this Agreement. LUC shall provide MBNA with all production materials (e.g., camera ready art) for the LUC Marks that are reasonably required by MBNA for the Program, as soon as possible but not later than thirty (30) days after execution of this Agreement by both parties.

ii. Mailing Lists. Upon the request of MBNA, but not more than four times per year, LUC shall provide Mailing Lists to MBNA in print or electronic format. Provided that MBNA coordinates all mail and telephone solicitations with LUC, MBNA may use each such Mailing List once to promote the Program, by a direct mail and/or telemarketing campaign, or by a direct mail campaign followed by a telemarketing campaign, upon a schedule which is mutually agreeable to the parties, unless additional use is specifically approved by LUC in writing. In performing this Agreement, LUC shall comply with the Family Educational Rights and Privacy Act of 1974 as amended ("The Buckley Amendment") and LUC shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that LUC not provide his/her personal information to third parties. The initial Mailing List shall contain at least Ninety Thousand (90,000) names with corresponding postal addresses and when available, telephone numbers. The Mailing Lists are confidential and shall remain the sole property of LUC. MBNA (or its subcontractors) may not sell, rent, transfer, re-use or otherwise utilize the Mailing Lists for any purpose other than performance of MBNA's obligations under this Agreement.

iii. Grant of License to use LUC Facsimile Signature To MBNA. LUC grants to MBNA a non-exclusive, non-transferable (except in the case of a permitted assignment under Section 11.h), personal, license to use the LUC facsimile signature in correspondence to Members, the contents of which shall be limited solely to informing Members that LUC has authorized the Program; that LUC will receive revenue from the Program; and/or that MBNA is the sole authorized provider of the Program. MBNA may not use the LUC facsimile signature for any other purposes.

iv. Duration of License Grants. These license grants shall remain in effect for the duration of this Agreement and shall apply notwithstanding the transfer of LUC's ownership of the LUC Indicia or the Mailing Lists by operation of law or otherwise from LUC to any successor, corporation, organization or individual.

b. Limitation of Licenses. MBNA is granted no other right, title, or license to or interest in the LUC Indicia or Mailing Lists for any other purpose, and is specifically granted no right to: (i) license the LUC Indicia and Mailing Lists; (ii) sublicense the LUC Indicia and Mailing Lists; (iii) use the LUC Indicia on any merchandise or goods or packaging for same; (iv) use the LUC Indicia and Mailing Lists for the promotion of any specific product or service except as permitted in this Agreement; (v) use the LUC Indicia as part of its company name; (vi) state that LUC endorses or sponsors the Program; or (vii) use the LUC Indicia in any MBNA materials that are not directly related to the promotion or operation of the Program (e.g., MBNA publicity materials, annual reports, investor relations materials, etc.).

c. Graphics Guidelines. MBNA's use of the LUC Marks by MBNA shall be undertaken in strict accordance with LUC's graphic guidelines, a current copy of which are attached hereto as Schedule C, or as are amended by LUC in writing from time to time, unless exceptions are specifically approved by LUC as provided in Section 2.e, and must include the use, as applicable of the ® designation as part of any replication of any registered LUC trademark, or the designation ™ or ℠ as part of any replication of any unregistered LUC trademark or servicemark. MBNA may not use, integrate or alter the LUC Marks, other than in the form approved for use under the graphics guidelines.

d. No Derogation Of LUC's Rights. MBNA shall not: (i) use the LUC Indicia in any manner that might harm the reputation or goodwill of LUC or the LUC Indicia; (ii) take any action inconsistent with LUC's ownership of the LUC Indicia or Mailing Lists; (iii) challenge LUC's rights or interests in the LUC Indicia or Mailing Lists; or (iv) attempt to register the LUC Marks, or any mark or logo substantially similar thereto. MBNA's use of the LUC Indicia inures solely to the benefit of LUC.

e. LUC's Review of Use. LUC shall have the right of prior approval over any MBNA use of the LUC Indicia. Prior to MBNA's commencement of any use of the LUC Indicia, MBNA shall provide LUC with samples, telemarketing scripts, or mock-ups showing MBNA's intended use of the LUC Indicia, for review by LUC in determining whether MBNA's use protects LUC's reputation and goodwill, and complies with this Agreement and LUC's rights. MBNA shall furnish all such submittals to LUC's Director of Alumni Relations for review. LUC's approval of a submittal shall not be unreasonably withheld or delayed. LUC approval of a submittal expires after 90 days. Such LUC approval is deemed conclusive evidence that LUC agrees that the submittal's use of the LUC Indicia complies with Section 2 of this Agreement. LUC approval does not extend to any subsequent re-use by MBNA. If MBNA fails to implement its approved use of a submittal before expiration of the approval by LUC, and if MBNA desires to implement the approved use after such expiration, or if MBNA desires to re-use a submittal, MBNA must re-submit the proposed use or re-use to LUC for approval. Upon receipt of notice from LUC, MBNA will cease and desist any use that LUC has not approved and that LUC may, in its sole discretion, determine fails to comply with

the terms of this Agreement or LUC's rights, or MBNA may modify and resubmit such use in a manner that brings the use into compliance.

f. Cost Associated With New LUC Marks. In the event that Schedule C is amended to incorporate new LUC Marks, LUC may at its option direct that MBNA begin using the New LUC Marks. LUC may direct that MBNA reissue Affinity Credit Cards to incorporate the new LUC Mark prior to the normal expiration date of such cards, or LUC may withdraw its approval of any on-hand supplies of MBNA's advertising and solicitation materials and directs that MBNA replace such supplies with materials bearing the new LUC Marks. However, in the event that MBNA incurs a cost because such a change in LUC Marks is requested by LUC, MBNA may deduct such costs from Royalties due LUC. In the event such costs exceed Royalties then due LUC, LUC shall promptly reimburse MBNA for all such costs. If LUC directs MBNA to begin using the new LUC Marks prospectively, the change shall be implemented by MBNA at MBNA's cost, with no reimbursement from Royalties or LUC.

g. Rights and Obligations On Termination. Upon termination of this Agreement, whether by expiration or otherwise, MBNA shall immediately cease and discontinue all use of the LUC Indicia and Mailing Lists, including the display of LUC Marks on the outstanding Affinity Credit Cards or checks issued by MBNA to Customers, and the license and rights granted hereunder shall terminate completely; provided however, that LUC grants MBNA a period of up to six months following termination of this Agreement to conclude all solicitation that is required by law and to replace, at MBNA's sole cost and expense, all Affinity Credit Cards that display LUC Marks with credit cards that do not bear or display LUC Marks. Nothing in this paragraph shall be construed to obligate MBNA to remove LUC Marks from any Customer archival record existing as of the effective date of termination of this Agreement. MBNA agrees that upon such termination it will not claim any right, title, license or interest in or to the LUC Indicia or the Mailing Lists.

h. Assignment of License to Use LUC Indicia. The license to use the LUC Indicia shall be transferred upon permitted assignment in accordance with this Agreement.

### 3. RIGHTS AND RESPONSIBILITIES OF LUC

a. Authorization of Program and Non-compete. LUC agrees that during the term of this Agreement: (i) it hereby authorizes MBNA to offer and operate the Program, and further authorizes MBNA to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program and inform Members that the Program pays royalties to LUC; (ii) with the exception of SSOM, LUC will not aid or authorize any third party access rights to offer, advertise, develop or market Financial Service Products to Members; (iii) with the exception of SSOM, LUC will not license or allow others to license its Mailing Lists, LUC Indicia, or any other design, image, visual representation, logo, servicemark, trade dress, trade name, or trademark used or acquired by LUC to any third party for use in promoting third party Financial Service Products to Members; and (iv) with the exception of SSOM publications, no LUC publication shall carry advertisements for any Financial Services Product other than the MBNA Program. Provided however, that nothing stated in this Agreement shall be construed or

interpreted as prohibiting the Loyola Phoenix student publication from accepting Financial Service Products advertising. Provided further however, that nothing stated in this Agreement shall be construed or interpreted as prohibiting any LUC publication from accepting advertisements or sponsorship acknowledgements from any financial institution so long as the advertisement or sponsorship acknowledgement does not feature Financial Service Products.

b. LUC Communications with Members. LUC shall only provide information to or otherwise communicate with Members about the Program with MBNA's prior written approval, except for current promotional materials provided by MBNA. Notwithstanding the foregoing, LUC may respond to individual inquiries about the Program from its Members on a individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA.

c. Non-exclusive. Notwithstanding any other provision in this Agreement to the contrary, LUC may grant other persons access rights or a license to use the LUC Indicia or Mailing Lists in conjunction with the provision of any other service or product, other than a Financial Service Product, including but not limited to employment related charge cards, credit cards or travel and entertainment cards intended for business use, debit cards, personal lines of credit that do not include a credit card or charge card feature, checking accounts, or procurement cards.

d. Requests For Proposals. Notwithstanding any other provision in this Agreement to the contrary, LUC expressly reserves the right to solicit proposals for or rebid the Affinity Credit Card arrangement within the nine month period prior to the expiration date or other termination of this Agreement, so long as any successor Affinity Credit Card arrangement does not become effective until the expiration or other termination of this Agreement, and nothing in this Agreement shall be interpreted as preventing or limiting LUC's exercise of this reserved right.

e. Subscription. LUC shall provide MBNA with a subscription to LUC's complimentary alumni magazine, *Loyola Magazine*.

f. No Derogation Of MBNA's Rights. In the event that MBNA grants LUC the right to use any MBNA logos, trademarks, servicemarks, or other marks of MBNA ("MBNA Marks"), LUC shall not: (i) use the MBNA name or such MBNA Marks in a manner that might harm the reputation or goodwill of MBNA or such MBNA Marks; (ii) take any action inconsistent with MBNA's ownership of the such MBNA Marks; (iii) challenge MBNA's rights or interests in such MBNA Marks; or (iv) attempt to register such MBNA Marks, or any mark or logo substantially similar thereto. LUC's use of such MBNA Marks inures solely to the benefit of MBNA.

#### 4. RIGHTS AND RESPONSIBILITIES OF MBNA

a. MBNA shall design, develop, operate and administer all aspects of the Program, including designing and maintaining a MBNA web page that accepts online applications for and fully supports the Program, as well as advertising, solicitation, promotion, designing, producing and mailing materials for its program, at its sole cost and expense. MBNA agrees that it will comply with all applicable laws and regulations relative to the matters which are subject to this

Agreement. Any immaterial failure by MBNA to comply with such laws or regulations shall not be a breach of this Agreement.

- b. MBNA shall design all advertising, solicitation and promotion materials with regard to the Program, at its sole cost and expense. MBNA reserves the right of prior approval of all materials concerning or related to the Program which may be developed by LUC.
- c. MBNA shall be the credit card issuer, make all credit decisions and shall solely bear all credit risks with respect to each Credit Card Account. MBNA shall not represent or claim that LUC is the credit card issuer.
- d. No promotions, solicitations, applications, Credit Card Account statements, correspondence, and other materials produced by MBNA which bear the LUC name or LUC Mark shall direct any inquiries from Members and Customers to LUC. LUC shall use its best efforts to forward to MBNA any correspondence received by LUC that is intended for MBNA (e.g., applications, payments, billing inquiries, etc.) within 48 hours after such correspondence has been identified by LUC as correspondence that should have been directed to MBNA. LUC will forward such correspondence via overnight courier if MBNA furnishes LUC with MBNA's overnight courier account number, such that the overnight courier expense may be charged directly to MBNA's account. MBNA shall be responsible for responding to the forwarded correspondence. If any such forwarded correspondence consists of complaints or inquiries, MBNA shall resolve or otherwise appropriately address the complaint or inquiry.
- e. MBNA may maintain separately all information which it obtains as a result of an account relationship or any application for an account relationship. This separately obtained information becomes part of MBNA's own files and MBNA shall be entitled to use this information for any of its own purposes provided that such use shall not include: (1) using the LUC Indicia or implying any association with or endorsement by LUC; (2) using this separate information in a manner that would imply an endorsement by LUC; and (3) MBNA selling, licensing, renting, leasing or otherwise permitting third parties to use this separate information, during the term of this Agreement, for purposes other than performance of MBNA's obligations under this Agreement.
- f. MBNA will provide LUC with updated names and addresses for the Mailing Lists twice per year during the first four years of the term of the Agreement, as a means of forwarding address correction information received by MBNA from Customers or other sources, for use by LUC for updating the Mailing Lists.
- g. LUC has an exclusive licensing agent, currently the Collegiate Licensing Company, to license the use of LUC Marks on merchandise or goods. If MBNA desires to use merchandise or goods bearing LUC Marks, it shall do so only if it has secured licensed merchandise or goods from such licensing agent or from a licensed manufacturer or supplier.
- h. MBNA at its expense may promote the Program at all LUC men's and women's home basketball games and at all tournament events in all sports in the Gentile Center during the initial

term of the agreement in the 5,200-seat Joseph J. Gentile Center. LUC will furnish one (1) 3' x 6' table and two (2) chairs for MBNA's use for such promotions. MBNA shall identify its table with a sign stating only "MBNA" and MBNA shall not represent that LUC is the Affinity Credit Card issuer.

5. **REPRESENTATION AND WARRANTIES.**

a. LUC and MBNA 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. 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.
- v. 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.

b. LUC represents and warrants to MBNA that it has the right to license the LUC Marks and Mailing Lists to MBNA for use as contemplated by this Agreement. LUC shall indemnify, defend and hold MBNA and its directors, officers, employees and permitted assigns harmless from and against any claims relating to allegations that the LUC Marks infringe on a third party's intellectual property rights; provided however that: (i) the alleged infringement arises from the acts and omissions of LUC; (ii) the LUC Marks have been used in the manner provided in the Agreement; (iii) the LUC Marks have been used in the manner provided in the graphics guidelines or as otherwise approved by LUC as provided in Section 2.e; and, (iv) MBNA and any other person claiming indemnity under this provision provides LUC with prompt written notice of any claim, tenders control of the defense or settlement of the claim to LUC, and reasonably cooperates with LUC in the settlement or defense of the claim.

6. **PAYMENTS**

a. **Royalties.** During the term of this Agreement, and any period thereafter pursuant to Section 2.g during which MBNA continues to use LUC Marks, MBNA shall pay royalties to



LUC for use of LUC Indicia and Mailing Lists, calculated as provided in Schedule B. Except as otherwise provided in Schedule B, payments of Royalties then due shall be paid within forty five (45) days after the end of each calendar quarter.

b. Accounting. On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA will provide LUC with a statement showing the calculation of such Royalties payments, the application of any advances and guarantees, the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume, including cash advances and cash equivalents (but excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter.

c. Right to Inspect Books and Records. Upon the written request of LUC, but no more frequently than one (1) request in any twelve (12) month period, MBNA shall provide LUC with system reports generated by MBNA containing all the information which both (i) formed the basis of MBNA's calculation of the Royalties due LUC since the last report was provided, or, if no previous report was provided hereunder, for the last four (4) Royalty calculations performed by MBNA, and (ii) may be disclosed by MBNA without violating any legal rights of any third party or obligation of MBNA. Such reports shall be certified by an officer of MBNA 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, at LUC's expense, if LUC so request such accountants' certification in LUC's written request(s) for the generation of such system reports hereunder.

7. INDEMNIFICATION. MBNA shall indemnify, defend and hold LUC and its trustees, officers, employees and assigns harmless from, and shall be fully responsible for, all causes of action, lawsuits, enforcement actions, investigations, liabilities, fines, penalties, demands, damages, and claims that are brought or asserted against LUC in a legal, judicial, regulatory, consumer or other dispute resolution forum (for example, a hearing before an arbitrator or court that has jurisdiction over LUC), and that arise from the acts and omissions of MBNA, or its directors, officers, employees, assigns, subcontractors, MBNA Affiliates and any other individuals or entities with whom MBNA contracts or who are otherwise acting on behalf of MBNA and engaged in the performance of services for MBNA; provided however that LUC provides MBNA with prompt written notice of any claim, tenders control of the defense or settlement of the claim to MBNA, and reasonably cooperates with MBNA in the settlement or defense of the claim.

8. PROGRAM ADJUSTMENTS. A summary of current features of the Program are set forth in Schedule A. MBNA reserves the right to make periodic adjustments to the Program and its terms and features. MBNA shall provide LUC with notice of any adjustments to the annual percentage rate or annual fee prior to their effective date. MBNA shall also use reasonable efforts to provide LUC with notice of any other adjustments to the Program.

9. CONFIDENTIALITY. The terms of this Agreement, any proposal, financial information, proprietary information or legally protected 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. As of the execution date of this Agreement, and thereafter, such Information will not be disclosed by such receiving party to any third person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA and LUC shall be permitted to disclose such information (i) to their employees, accountants, legal, financial, and marketing advisors as necessary for the performance of their respective rights and duties, provided that said persons agree or are otherwise required to treat the Information as confidential and (ii) as required by law or by an governmental regulatory authority.

10. **TERM AND TERMINATION**. The term of this Agreement will begin on the Effective Date and end on March 31, 2006. The Agreement will automatically renew after the March 31, 2006 expiration date for an additional one year term commencing April 1, 2006, unless either party provides sixty (60) days prior written notice of non-renewal. The Agreement may terminate prior to the expiration of the term, as follows:

a. In the event of any material breach of this Agreement by MBNA or LUC, 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, with no further obligation of the non-breaching party. In addition, in the event of any breach by either party, the other party shall be entitled to seek such additional remedies and damages as it may be entitled to under law or equity.

b. If either MBNA or LUC becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceedings, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

c. Upon termination of this Agreement, whether by expiration or otherwise, MBNA shall cease to use the LUC Indicia and Mailing Lists, in accordance with Section 2.g. MBNA agrees that upon such termination it will not claim any right, title, license or interest in or to the LUC Indicia or the Mailing Lists, and except as provided in Section 2.g it will destroy any representation of such LUC Indicia or any Mailing Lists in its possession.

d. Each party shall have the right to prior notice of any communication that directly refers to termination of this Agreement, or continuation of any relationship between MBNA and LUC following termination, that the other party will communicate to Members or Customers.

11. **MISCELLANEOUS**

a. This Agreement cannot be amended except by written agreement or amendment signed by the authorized signatories of both parties hereto.

b. The Rights and Obligations On Termination, Payment, Confidentiality, and Indemnification obligations under this Agreement 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 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 invalid or unenforceable provision shall be deemed severed, and 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 upon receipt and may be delivered by hand delivery, facsimile, overnight courier, or mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

i. If to LUC:

Loyola University of Chicago  
Lewis Towers, Room 301  
820 N. Michigan Avenue  
Chicago, Illinois 60611  
Attention: Tim McGuriman  
Fax#: 312-915-7776

Copy To:  
Office of the General Counsel  
Loyola University of Chicago  
840 N. Wabash Avenue, Room 300  
Chicago, Illinois 60611  
Fax#: 312-915-6208

Alumni Center  
Loyola University of Chicago  
6525 N. Sheridan Road  
Chicago, Illinois 60626  
Fax#: 312-508-8630

ii. If to MBNA:

MBNA AMERICA BANK, N.A.  
Rodney Square  
Wilmington, Delaware 19884  
ATTENTION: Division Manager,  
Group Administration/Sales  
Fax: ~~302-432-0805~~ 302 432-0261



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

g. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and the Program and supercedes all prior promises and agreements, written or oral, including the Original Agreement, between the parties.

h. Without the prior written consent of MBNA, which shall not be unreasonably withheld, LUC may not assign any of its rights or obligations under or arising from this Agreement. MBNA may not assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of LUC, which shall not be unreasonably withheld. Any attempt to assign without such required consent shall be void. Provided however, that MBNA may assign, without consent, its entire rights and obligations under this Agreement to the following permitted assigns:

- i. An MBNA Affiliate which can fully perform the obligations of MBNA to the extent assigned to such MBNA Affiliate;
- ii. an entity (other than an MBNA Affiliate) pursuant to a sale of 100% of the ownership or control of MBNA, so long as the prospective buyer has substantially similar customer satisfaction standards as MBNA; or,
- iii. an entity (other than an MBNA Affiliate) pursuant to a merger, consolidation or a sale of all or substantially all of the assets of MBNA, so long as the prospective acquiring entity has substantially similar customer satisfaction standards as MBNA;

and provided however, that LUC may assign, without consent, its entire rights and obligations under this Agreement to:

- iv. an entity which wholly owns or controls it, which is wholly owned or controlled by it, or which is 100% under common ownership or control with LUC (an "LUC Affiliate");
- v. an entity (other than an LUC Affiliate) pursuant to a transfer of 100% of the control of LUC; or,

vi. an entity (other than an LUC Affiliate) pursuant to a merger, consolidation or a transfer of all or substantially all of the assets of LUC.

No such permitted assignment by MBNA or LUC shall be effective unless the assigning party provides sixty (60) days prior written notice to the other party fully disclosing the permitted basis for the assignment, the effective date and the identity and contact information for the entity that will be accepting the assignment.

i. With the exception of the License rights and obligations under this Agreement, MBNA may subcontract with and utilize any third party to fulfill any of its other obligations under this Agreement. MBNA may not subcontract any of its License rights or obligations under this Agreement, in whole or in part, without the prior written consent of LUC, which shall not be unreasonably withheld. Any attempt to subcontract without such required consent shall be void. Provided further that LUC hereby consents to allow MBNA to subcontract any of its License rights and obligations under this Agreement, to any MBNA Affiliate.

j. In the event that MBNA assigns or subcontracts any of its rights or obligations hereunder, MBNA shall remain fully responsible for and liable for the performance of the MBNA Affiliates and any of its other assigns or subcontractors, or for their failure to follow any and all sections of this Agreement.

k. MBNA and LUC are not agents, representatives, employees, employers, partners or joint venturers 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.

l. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than LUC and MBNA, their successors and assigns, any rights or remedies under or by reason of this Agreement.

m. Except for payment obligations, 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 any event beyond its reasonable control or without its fault or negligence.

n. The parties agree that no provision of this Agreement, including the provisions regarding the Mailing List, shall require, or be construed as requiring, LUC to take any action in violation of applicable laws, such as provisions of the Family Educational Rights and Privacy Act of 1974 (the "Act").

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

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

**LOYOLA UNIVERSITY OF CHICAGO**

**MBNA AMERICA BANK, N. A.**

By: Janet C. Gibbs  
Janet C. Gibbs  
Its: Senior Vice President for Finance

By: Michael Durroh  
Michael Durroh  
Its: Senior Executive Vice President

5/30/01

## SCHEDULE A

The Program provided by MBNA (or its subcontractors) will initially consist of the following features, elements and services. The terms and features of the Credit Card Accounts are as follows, subject to (i) MBNA's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA and each Customer:

A. CREDIT CARD ACCOUNT FEATURES FURNISHED BY MBNA.

1. There is no annual fee.
2. For Alumni 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 Customer's delinquency. In addition, a 2.9% introductory rate for cash advances and balance transfer transactions will be offered and will apply for 5 months from the open date of the account.
3. 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.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. OTHER CREDIT CARD ACCOUNT FEATURES. The following are additional benefits to be provided to Customers by either MasterCard International, VISA USA, or MBNA with their Credit Card Accounts and which are subject to certain restrictions:

1. 24 hour toll-free personalized customer service.
2. Instant telephone credit line increases to qualifying Customers, with decisions within 30 minutes.
3. Emergency cash and card replacement.
4. MasterCard Purchase Assurance and Visa Purchase Security.
5. MasterCard Extended Warranty and Visa Warranty Manager.
6. Supplemental auto rental collision insurance.
7. Up to \$1 million in common carrier travel accident insurance.
8. Up to \$3,000 supplemental lost checked luggage protection.

9. Lost card registry.
10. Free additional cards for authorized users such as family members and friends.
11. Automatic year-end account summary for active Platinum Plus Customers.
12. Toll-free access to an international emergency network for Platinum Plus Customers.

C. MBNA WEBPAGE AND WEBSITE. MBNA will provide and operate a web page that allows Members to apply online for a Credit Card Account. MBNA will also provide and operate a website that allows Customers who have enrolled to utilize the following online functions: (i) view their Credit Card Accounts statements or frequently asked questions; (ii) sign up for a bill paying service; (iii) request balance transfer, access checks or credit line increases; (iv) inquire as to the status of a payment; and (v) download their Credit Card Account data to personal software.



SCHEDULE B  
ROYALTIES

ROYALTIES ARRANGEMENT

Royalties shall be calculated as follows:

A. CALCULATION OF ROYALTIES ON 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 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 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 (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 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 (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. ROYALTY ADJUSTMENT

All Royalty payments due hereunder are subject to adjustment by MBNA for any prior overpayment or underpayment of royalties by MBNA. MBNA agrees that Royalties earned by LUC under the Original Agreement during the period March 1, 2000 through September 30, 2000 shall be recalculated in accordance with the formulas set forth in the preceding Section A of this Schedule B (the "Recalculated Royalties"). MBNA shall pay LUC an amount equal to the

Recalculated Royalties less a credit for any royalties applicable to such period that have already been paid to LUC by MBNA, or have already been applied to an advance from MBNA, under and in accordance with the Original Agreement.

C. ROYALTY ADVANCES

1. Within forty five (45) days of the full execution of this Agreement and on or before April 1, 2002 and each April 1<sup>st</sup> thereafter, up through and including April 1, 2005, MBNA shall pay to LUC the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties earned shall, in lieu of direct payment to LUC, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties earned thereafter shall be paid to LUC as set forth in this Agreement. Notwithstanding the foregoing, MBNA shall no longer be obligated to pay any additional Advances to LUC hereunder in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- i. the Agreement is terminated prior to the end of the initial term;
- ii. LUC breaches any of its obligations under this Agreement and such breach is not cured in accordance with Section 10(a);
- iii. LUC prohibits or otherwise prevents MBNA from conducting a minimum of two (2) direct mail campaigns to the full updated Mailing List during each consecutive one year period following April 1, 2001 during the term of this Agreement; or,
- iv. LUC prohibits or otherwise prevents MBNA from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive one year period following April 1, 2001 during the term of this Agreement.

2. SSOM authorizes an Affinity Credit Card program for Members with any entity other than MBNA, then, MBNA shall no longer be obligated to pay any additional Advances to LUC and LUC and MBNA agree to renegotiate the Royalty Advance under the Agreement.

3. "Excess Royalties" means those Royalties that accrue after MBNA has recouped all prior Advances paid by it by LUC in prior years. "Shortage Amount" means the amount of the Advance(s) paid in any given contract year which is not fully recouped during such contract year. During the initial term of this Agreement all Excess Royalties will be credited against all Shortage Amounts and shall not be paid to LUC until such Shortage Amounts are fully recouped.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of April, 2007 (the "Effective Date") by and between Loyola University Chicago ("LUC"), and FIA Card Services, NA. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, LUC and Bank are parties to an Agreement dated as of October 1, 2000, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of LUC; and

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

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

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

2. The current term of the Agreement is hereby extended to end on March 31, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for a successive one-year period, unless either party provides sixty (60) days prior written notice of non-renewal. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. Section 1(a) is hereby amended to include the following at the end of the current subparagraph

Financial Service Products will not include any University procurement or purchasing cards for employees or faculty, University travel and entertainment cards for employees or faculty, or any products relating to University payroll and student refunds.

4. When used in this Addendum and the Agreement, the following terms have the following meaning:

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be

marketed under another name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

5. Section 3(a)(i) is hereby amended to include the following at the end of the current subparagraph:

however, Bank is prohibited from soliciting LUC Members via telephone for new account acquisition.

6. Section 4(g) of the Agreement is hereby amended to include the following at the end of the current Section:

LUC agrees to waive or will cause Licensing Resource Group, or any other entity that may charge Bank a licensing fee, to waive licensing fees associated with the use of LUC's Marks on merchandise or goods.

7. The Agreement is hereby amended by adding a new section 4 (i) as follows:

Marketing a LUC branded credit card to students on LUC's campuses or via lists provided by LUC will not be allowed. Bank of America may provide financial literacy education to students at Loyola's Discover Loyola orientation sessions if, in Loyola's sole discretion, a decision is made to authorize BAC to solicit to students for Financial Service Products.

8. The Agreement is hereby amended by adding a new section 11 (p) as follows:

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.

9. Sections B and C of Schedule B of the Agreement dated as of October 1, 2000 are hereby deleted in their entireties.

10. Section A.5 of Schedule B of the Agreement dated as of October 1, 2000 is hereby deleted in its entirety.

11. Schedule B of the Agreement dated as of October 1, 2000 is hereby amended to include a new section B as follows:

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
  2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last 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 months after the opening of the account.
  3. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

**Loyola University of Chicago**

**EIA Card Services, N.A.**

By: William G. Laird

By: Jane F. [Signature]

Name: William G. Laird

Name: Jane F. [Signature]

Title: VP Finance, CFO and Treasurer

Title: SVP

Date: 2/6/2007

Date: 2/22/07

# FIA CARD SERVICES®

November 7, 2011

Mr. William G. Laird  
Loyola University of Chicago  
Lewis towers, Room 700  
820 N. Michigan Avenue  
Chicago, Illinois 60611

**RE: The Affinity Agreement by and between Loyola University of Chicago (“LUC”) and FIA Card Services, N.A. (“FIA”), entered into as of October 1, 2000, as the same may have been amended (the “Agreement”)**

Dear Mr. Laird:

It is my understanding that FIA and LUC both desire to terminate the Agreement. To facilitate this termination we have prepared this letter (“Letter”) to be executed by both parties, setting forth the terms upon which FIA and LUC agree to terminate the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Agreement shall be deemed terminated effective as of November 30, 2011 (the “Termination Date”). After the Termination Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement. In accordance with Section 2(g) FIA shall replace all Affinity Credit Cards that display LUC Marks with a credit card that do not bear or display LUC Marks. FIA and LUC agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution.

Notwithstanding anything to the contrary in the Agreement, FIA and LUC agree that, as of the date this Letter has been fully executed, LUC may solicit proposals for programs offering and/or discuss with any organization other than FIA the providing of any Financial Service Products of any entity other than FIA; provided, however, LUC shall not, directly or indirectly, prior to the Termination Date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than FIA, or (ii) license or allow others to use or license the LUC Marks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than FIA.

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

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

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

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

If you have any questions, please contact me at 404-607-3139.

Sincerely,

**Marc F. Caren**  
**Vice President**

ACCEPTED AND AGREED:

LOYOLA UNIVERSITY OF CHICAGO

BY: William G. Laird  
NAME: William G. Laird  
TITLE: Sr. VP Finance and CFO  
DATE: November 22, 2011

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: Wayne Goodman  
NAME: Wayne Goodman  
TITLE: Senior Vice President  
DATE: 12/16/11

cc: Office of the General Counsel  
Loyola University of Chicago  
Lewis Towers, 7<sup>th</sup> Floor  
820 N. Michigan Avenue  
Chicago, Illinois 60611

Alumni Center  
Loyola University of Chicago  
820 N. Michigan Avenue 9<sup>th</sup> Floor  
Chicago, Illinois 60611