

THE BOARD OF TRUSTEES OF EASTERN ILLINOIS UNIVERSITY AGREEMENT

This Agreement is entered into as of the 1st day of April, 2005 by and among MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), EASTERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION, INC., an Illinois not-for-profit corporation having its principal place of business in Charleston, Illinois ("EIUAA"), and THE BOARD OF TRUSTEES OF EASTERN ILLINOIS UNIVERSITY, an educational institution having its principal place of business in Charleston, Illinois ("EIU") for themselves, and their respective successors and assigns.

WHEREAS, EIU, EIUAA and MBNA America are parties to an agreement dated July 5, 1998, as the same may have been amended (the "Original Agreement"); and

WHEREAS, EIU, EIUAA and MBNA America mutually desire for this Agreement to replace the Original Agreement, starting as of the Effective Date; and

WHEREAS, EIUAA and MBNA America are parties to a separate agreement dated even herewith (the "Alumni Association Agreement"), which will also replace the Original Agreement as of the Effective Date;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement.
- (b) "Customer" means any Member who is a participant in the Program.
- (c) "EIU Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with EIU or EIUAA.
- (d) "Effective Date" means April 1, 2005.
- (e) "Financial Service Products" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program. This definition does not include: (i) the Panther Card Program provided such program does not include a credit feature; or (ii) the purchasing card and corporate card programs by and between the University that is offered solely to employees, faculty and staff of the University solely for University business purposes.

(f) "Member" means: alumni of the University, members of EIUAA, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by EIUAA and MBNA America.

(g) "Panther Card Program" is Eastern Illinois University's identification card program issued solely to students, faculty and staff of Eastern Illinois University.

(h) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

2. RIGHTS AND RESPONSIBILITIES OF EIU

(a) Each of EIU and EIUAA agree that during the term of this Agreement it will endorse the Program exclusively and that neither EIU, EIUAA nor any EIU Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any mailing lists or information about any current or potential Members, or any undergraduate or graduate students of the University (including without limitation any e-mail addresses) in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, EIU may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by EIU of said financial institution or the advertised Financial Service Product.

(b) EIU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the license granted herein and the sponsorship of the Program.

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

(d) EIU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due EIUAA under the Alumni Association Agreement. In the event such costs exceed Royalties accrued under the Alumni Association Agreement, then due EIUAA, EIUAA shall promptly reimburse MBNA America for all such costs.

(e) EIU shall, and shall cause any EIU Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to EIU. Notwithstanding the above, EIU may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to EIU. Any correspondence received by EIU that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(f) EIU hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. EIU 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 EIU's execution of this Agreement. Nothing stated in this Agreement prohibits EIU from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of EIU. Such approval shall not be unreasonably withheld or delayed.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of EIU. MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by EIU.

(e) 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. EIU 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. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of EIU or EIUAA for such gifts or premiums. EIU and EIUAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to either EIU or EIUAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under the Alumni Association Agreement to EIUAA.

4. REPRESENTATIONS AND WARRANTIES

(a) EIUAA, EIU and MBNA America each represents and warrants to the other that as of the date first above written 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) EIU 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. EIU and EIUAA represent and warrant to MBNA America as of the date hereof and throughout the term of this Agreement that, other than EIU, there is no entity or organization (including EIUAA, or any organization associated with the University) that can use, license, or sub-license the Trademarks in connection with any Financial Service Products, that has access to Member mailing lists in connection with any Financial Service Products, or that can grant marketing access to any University athletic event in connection with any Financial Service Products.

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

5. ROYALTIES

In consideration of the Royalties, the Advance and guarantee provisions set forth in the Alumni Association Agreement, EIUAA shall be solely responsible for and shall pay any and all compensation or consideration, if any, due to EIU. EIUAA and EIU shall determine, exclusive of MBNA America, the amount of any compensation or consideration to be paid by EIUAA to EIU, if any. In no event shall either EIUAA or EIU seek additional compensation or payment from MBNA America in connection with this agreement or the Program.

6. 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. EIUAA, MBNA America and EIU 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, provided that EIU immediately notifies MBNA America of the existence, terms, and circumstances surrounding such request, ^{and} consults with MBNA America on the Deleted 82 MS 4-7-2005 3/4/2010 ~~advisability of taking legally available steps to resist or narrow such request, and if disclosure of such information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.~~

7. 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) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable provided, however, that in no event will the term of this Agreement extend beyond 10 years from the Effective Date hereof, unless otherwise agreed to by the parties in writing.

8. 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.

9. TERMINATION

(a) In the event of any material breach of this Agreement by EIUAA, MBNA America or EIU, 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 EIU becomes insolvent in that its liabilities exceed its assets, or it is unable to meet or it has ceased paying its obligation 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 termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by EIU or any EIU Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, EIU shall not attempt to cause the removal of EIU'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.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, EIU agrees that neither EIU nor any EIU Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, EIU may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the EIU provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

10. MISCELLANEOUS

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

(b) The obligations in Sections 4(c), 6, 9(c), 9(d) and 9(f) 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. All notices shall be addressed as follows:

(1) If to EIUAA:

EASTERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION
600 Lincoln Avenue
Charleston, IL 61920

ATTENTION: Mr. Steve Rich,
Executive Director

Fax #: (217) 581-2490

(2) If to EIU:

THE BOARD OF TRUSTEES OF
EASTERN ILLINOIS UNIVERSITY
600 Lincoln Avenue
Charleston, IL 61920

ATTENTION: Mr. Monty Bennett, Director of Purchasing

Phone #: (217) 581-5313

(3) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-1270

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 license granted herein and the endorsement of the Program on and after the Effective Date and, as of the Effective Date, will supersede all prior promises and agreements, written or oral, with respect to such license and sponsorship, including without limitation the Original Agreement. The Original Agreement will continue to govern the relationship between the parties until the Effective Date. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) EIUAA, MBNA America and EIU 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 EIUAA, EIU 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 or other labor disputes, 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.

(l) This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and

knowledgeable legal counsel.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the date first above written.

**EASTERN ILLINOIS UNIVERSITY
ALUMNI ASSOCIATION, INC.**

MBNA AMERICA BANK, N.A.

By: Steve Rich

By: Thomas W. Brooks

Name: Steve Rich

Name: Thomas W. Brooks

Title: Executive Director

Title: Senior E VP

Date: 4/7/05

Date: 4/20/05

**THE BOARD OF TRUSTEES OF EASTERN
ILLINOIS UNIVERSITY**

By: Louis V. Hencken

Name: LOUIS V. HENCKEN

Title: PRESIDENT

Date: APR 7, 2005

**EASTERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION, INC.,
AGREEMENT**

This Agreement is entered into as of the 1st day of April, 2005, by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and EASTERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION, INC. an Illinois not-for profit corporation having its principal place of business in Charleston, Illinois ("EIUAA") for themselves, and their respective successors and assigns.

WHEREAS, EIUAA and MBNA America are parties to an agreement last dated July 7, 1994, as the same was amended by addenda dated May 28, 1998, June 26, 2002 and January 2, 2004 (the "Original Agreement"); and

WHEREAS, EIUAA and MBNA America mutually desire for this Agreement to replace the Original Agreement, starting as of the Effective Date;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement, Schedules A, B and C and Attachment #1.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Effective Date" means April 1, 2005.
- (e) "EIUAA Affiliate" means any entity controlling, controlled by or under common control with EIUAA.
- (f) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs. This definition does not include:
 - (i) the Panther Card Program provided such program does not include a credit feature; or
 - (ii) the purchasing card and corporate card programs by and between the University that is

offered solely to employees, faculty and staff of the University solely for University business purposes.

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

(h) "Member" means: alumni of the University, members of EIUAA, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by EIUAA and MBNA America (each an "Alumni Member").

(i) "Panther Card Program" is Eastern Illinois University's identification card program issued solely to students, faculty and staff of Eastern Illinois University.

(j) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

(m) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.

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

2. RIGHTS AND RESPONSIBILITIES OF EIUAA

(a) EIUAA agrees that during the term of this Agreement it shall, and it shall cause the University to, endorse the Program exclusively and that neither EIUAA nor any EIUAA Affiliate or the University shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of

its mailing lists or information about any current or potential Members, or any undergraduate or graduate students of the University ("Students") (including without limitation any e-mail addresses) in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, EIUAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by EIUAA of said financial institution or the advertised Financial Service Product.

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

(c) EIUAA authorizes MBNA America to solicit its Members by mail, direct promotion (including but not limited to those promotional opportunities described on Attachment #1), e-mail if permissible under University policy, Internet banner advertisements, printed advertisements and/or telephone for participation in the Program.

(d) Upon the request of MBNA America, EIUAA shall provide MBNA America with Mailing Lists free of any charge; provided, however, that EIUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that EIUAA not provide his/her personal information to third parties, or the name and/or related information about Student Members who in MBNA America's and EIUAA's reasonable opinions EIUAA is prohibited or prevented by Illinois law from providing, distributing, giving away, bartering, lending, renting, sending, selling or otherwise disclosing to MBNA America. In the event that MBNA America incurs a cost because of a charge assessed by EIUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due EIUAA. EIUAA shall provide the initial Mailing List, containing at least: (i) sixty-five thousand (65,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members; and (ii) three thousand (3,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members who are fans, ticket holders, donors, or contributors of any University athletic team or athletic department, as soon as possible but no later than thirty (30) days after EIUAA's execution of this Agreement.

(e) EIUAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to EIUAA. Notwithstanding the above, EIUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to EIUAA. Any correspondence received by EIUAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within twenty-four (24) hours of receipt. All charges incurred for this service will be paid by MBNA America.

(f) EIUAA shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the Internet site of EIUAA. EIUAA shall cause the University to permit MBNA to advertise the Program on the University's athletic departments' Internet sites. 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. EIUAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request. EIUAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to such advertisements.

(g) EIU shall offer to MBNA America the opportunity to participate in any bid process for any business and/or corporate credit card programs or any business and/or corporate charge card programs that may be endorsed, sponsored, advertised, or developed by EIU.

(h) EIUAA shall, and shall cause the University to provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #1 free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of EIUAA to MBNA America.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of EIUAA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of EIUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information

becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by EIUAA.

4. REPRESENTATIONS AND WARRANTIES

(a) EIUAA and MBNA America each represents and warrants to the other that as of the date first above written 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) EIUAA 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 Mailing List(s) to MBNA America for the promotion of the Program. EIUAA further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that that only the Board of Trustees of Eastern Illinois University has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement and there is no entity or organization (including EIUAA or any organization associated with the University) that can use, license, or sub-license the Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products, or that can grant marketing access to any University athletic event in connection with any Financial Service Products.

(c) EIUAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the use of any Mailing

List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such Mailing List(s) or the use thereof.

5. **ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to EIUAA. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

6. **PROGRAM ADJUSTMENTS**

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

7. **CONFIDENTIALITY OF AGREEMENT**

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and EIUAA 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, provided that EIUAA immediately notifies MBNA America of the existence, terms, and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

8. **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) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. 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.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or EIUAA, 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 EIUAA 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) 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 Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by EIUAA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, EIUAA shall not attempt to cause the removal of EIUAA'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.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to

terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, EIUAA agrees that neither EIUAA nor any EIUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, EIUAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the EIUAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a Customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. 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(c), 7, 10(c), 10(d) and 10(f) 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 EIUAA:

EASTERN ILLINOIS UNIVERSITY ALUMNI ASSOCIATION
600 Lincoln Avenue

Charleston, IL 6192055

ATTENTION: Mr. Steve Rich
Executive Director

Fax #: (217) 581-7206

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-1270

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, as of the Effective Date, supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. The Original Agreement will continue to govern the relationship between the parties until the Effective Date. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or Services under this Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and EIUAA 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 EIUAA 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 date first above written.

**EASTERN ILLINOIS UNIVERSITY
ALUMNI ASSOCIATION, INC.**

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Steve Rich

Name: Thomas W. Brooks

Title: Executive Director

Title: Senior E V P

Date: 4/7/05

Date: 4/20/05

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 Credit Card Accounts, the current annual percentage rate will be a fixed rate of 7.9%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 10.9%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. REWARD ENHANCEMENT

"Reward Enhancement" means the frequent travel reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is a fixed rate of 8.9%.
3. The Reward Enhancement may be marketed under another name (e.g., Plus Rewards), as determined by MBNA America from time to time, in its sole discretion.

C. GOLD RESERVE ACCOUNTS

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

1. There is no annual fee.

2. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
3. The customer may request more checks from MBNA America on a periodic basis.

D. GOLD OPTION ACCOUNTS

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

1. There is no annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers’ needs.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay EIUAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for EIUAA 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. \$3.00 (three dollars) 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 Alumni 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 (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)).

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 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, or for any Reward GIP Account.
2. \$3.00 (three dollars) 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% (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, money orders, bets, lottery tickets, or casino gaming chips)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new 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 certain Gold Reserve Accounts. 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 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 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 certain Gold Option Accounts. 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 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 ADVANCES

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

<u>DATE</u>	<u>ADVANCE AMOUNT</u>
April 1, 2005	\$100,000 (One Hundred Thousand Dollars)
April 1, 2006	\$100,000 (One Hundred Thousand Dollars)
April 1, 2007	\$100,000 (One Hundred Thousand Dollars)
April 1, 2008	\$100,000 (One Hundred Thousand Dollars)
April 1, 2009	\$100,000 (One Hundred Thousand Dollars)

April 1, 2010 \$100,000 (One Hundred Thousand Dollars)
April 1, 2011 \$100,000 (One Hundred Thousand Dollars)

(each, an "Advance"), as an advance against future Royalties accrued pursuant to this Agreement, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to EIUAA, 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 EIUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to EIUAA hereunder, and (y) EIUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) This Agreement or the Board of Trustees of Eastern Illinois Agreement between EIUAA, University and MBNA America of even date herewith (the "EIU Agreement") is terminated prior to June 30, 2012;
- (ii) EIUAA or University as the case may be breaches any of its obligations under this Agreement or the EIU Agreement, respectively;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least six (6) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting direct promotion tabling events on University's campus (where appropriate), at university-sponsored events or at athletic events, including but not limited to those events listed or referred to on Attachment #1, during each consecutive twelve-month during the term of the Agreement; and
- (vi) EIUAA or University endorses, sponsors or promotes any Financial Service Product of any entity other than MBNA America.

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

EIUAA 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 Seven Hundred Thousand Dollars (\$700,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on June 30, 2012 EIUAA has not accrued \$700,000 in Royalties, MBNA America will pay EIUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by EIUAA during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1, above.

H. SPONSORSHIP PAYMENT

During the initial term of the Agreement, MBNA America shall pay to EIUAA the following amounts within forty-five (45) days after each of the following corresponding dates, provided that EIUAA performs and causes University to perform its obligations pursuant to Attachment #1 attached hereto during each year of the full initial term of the Agreement, and provided further that MBNA receives by April 8, 2005 original copies of this Agreement and the EIU Agreement executed, with respect to this Agreement, by a duly authorized officer of EIUAA and executed, with respect to the EIU Agreement, by a duly authorized officers of EIUAA and EIU, respectively:

<u>DATE</u>	<u>SPONSORSHIP PAYMENT</u>
April 1, 2005	\$10,000
April 1, 2006	\$10,000
April 1, 2007	\$10,000
April 1, 2008	\$10,000
April 1, 2009	\$10,000
April 1, 2010	\$10,000
April 1, 2011	\$10,000

ATTACHMENT #1

PROMOTIONAL OPPORTUNITIES

In accordance with Section 2(h) of this Agreement, EIUAA shall, or shall cause the University to, provide the following to MBNA America at no additional cost:

- (a) Necessary access, during each year of this Agreement, for MBNA to conduct direct promotion events for the Program at all University athletic events.
- (b) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event. The Locations shall be at prominent locations and will be mutually agreed upon by Alumni Association and MBNA America.
- (c) Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (d) Four (4) parking permits/passes for each game at which MBNA America will be conducting direct promotion events.
- (e) 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.
- (f) MBNA America shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event.
- (g) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and EIUAA and both parties agree to be reasonable.
- (h) MBNA America has the right to distribute take-one applications for the Program with football and basketball ticket renewal notices and season ticket mailings.
- (i) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items.
- (j) MBNA links offering the card and other financial products shall appear in prominent locations (i.e., front page) of alumni association and athletics Internet web sites.