

SECOND AMENDMENT TO THE IOWA STATE UNIVERSITY  
ALUMNI ASSOCIATION AFFINITY AGREEMENT

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

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

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Affinity Agreement.
2. ISUDA agrees to: (i) exclusively endorse the Program at the Iowa State University Athletic events and permit MBNA America to market the Program at Iowa State University athletic events; and (ii) provide MBNA America with all of the marketing opportunities and items listed on Exhibit #1, free of charge during the term of the Affinity Agreement.
3. Except as amended by this Addendum, all the terms, conditions and covenants of the Affinity Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Affinity Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Affinity Agreement, as amended by this Addendum and the List Agreement contain the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

IOWA STATE UNIVERSITY  
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: James A. Hopson

Name: James A. Hopson

Title: Executive Director

Date: June 29, 1999

By: John C. Richmond

Name: John C. Richmond

Title: SEVA

Date: July 13, 1999

IOWA STATE UNIVERSITY  
DEPARTMENT OF ATHLETICS

By: Charles A. Beddingfield III

Name: Charles A. Beddingfield III

Title: Associate Athletic Director

Date: June 29, 1999

## EXHIBIT #1

### A. DIRECT MAIL AND TELEMARKETING

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

2. ISUDA hereby permits MBNA America to market the Program by mail and telephone to individuals contained on the Athletics Mailing Lists. MBNA America shall not sell or rent the Athletics Mailing Lists to third parties. MBNA America shall have the sole right to designate individuals on these Athletics Mailing Lists to whom applications and material will not be sent. ISUDA shall not include on the Athletics Mailing List those Constituents who have notified ISUAA of their desire not to receive solicitations by telephone or direct mail from ISUDA or third parties. These Athletics Mailing Lists are and shall remain the sole property of ISUDA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by ISUDA.

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

### B. DIRECT PROMOTIONS

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

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

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

C. EXCLUSIVITY

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