

FORM 8-K

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20529

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Date of Report: July 15, 2002

MBNA AMERICA BANK, NATIONAL ASSOCIATION

on behalf of the

MBNA MASTER CREDIT CARD TRUST II

(Issuer of the Collateral Certificate)

AND THE

MBNA CREDIT CARD MASTER NOTE TRUST

(Issuer of the MBNASeries Class A, Class B, and Class C notes)

(Exact name of registrant as specified in its charter)

United States 333-59424 51-  
0331454

- - - - -

(State or other (Commission File (IRS  
Employer Number)  
jurisdiction of  
Identification No.)  
incorporation)

Wilmington, DE 19884-0781

- - - - -

- - - - -

(Address of principal executive office)

Registrant's telephone number, including area code (800) 362-6255.

ITEM 5. OTHER EVENTS

The MBNASeries Class B(2002-2) notes were issued June 12, 2002. The net proceeds from the sale of the notes will be used by the Seller for its general corporate purposes.

The MBNASeries Class C(2002-3) notes were issued June 12, 2002. The net proceeds from the sale of the notes will be used by the Seller for its general corporate purposes.

The MBNASeries Class A(2002-6) notes were issued June 26, 2002. The net proceeds from the sale of the notes will be used by the Seller for its general corporate purposes.

Item 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION, AND EXHIBITS

The following are filed as Exhibits to this Report under Exhibit 4:

4.1 The Class B(2002-2) Terms Document to the MBNASeries Indenture Supplement to the Indenture, dated June 12, 2002, among MBNA America Bank, National Association, Seller and Servicer, and The Bank of New York, Trustee.

4.2 The Class C(2002-3) Terms Document to the MBNASeries Indenture Supplement to the Indenture, dated June 12, 2002, among MBNA America Bank, National Association, Seller and Servicer, and The Bank of New York, Trustee.

4.3 The Class A(2002-6) Terms Document to the MBNASeries Indenture Supplement to the Indenture, dated June 26, 2002, among MBNA

America Bank, National Association, Seller and Servicer, and The Bank of New York, Trustee.

The following are filed as Exhibits to this Report under Exhibit 10:

10.1 Interest Rate Swap Agreement, dated June 26, 2002 between Dresdner Bank AG, Frankfurt, Germany and MBNA Credit Card Master Note Trust.

The following are filed as Exhibits to this Report under Exhibit 20:

20.1 MBNASeries Noteholders' Statement for the month ended June 30, 2002.

20.2 MBNASeries Schedule to the Noteholders' Statement for the month ended June 30, 2002.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: July 15, 2002

MBNA AMERICA BANK, NATIONAL ASSOCIATION

By: /s/Christopher Harris

-----  
Name: Christopher Harris  
Title: First Vice President

PLEASE PRINT THIS DOCUMENT ON A LASERJET 4 (i.e., Printer 3001 beside Gynene's Desk (the fractions will not print on the LaserJet 5) EXECUTION COPY

MBNA CREDIT CARD MASTER NOTE TRUST  
as Issuer

CLASS B(2002-2) TERMS DOCUMENT  
dated as of June 12, 2002  
to  
MBNASERIES INDENTURE SUPPLEMENT  
dated as of May 24, 2001  
to  
INDENTURE  
dated as of May 24, 2001

THE BANK OF NEW YORK  
as Indenture Trustee

THIS CLASS B(2002-2) TERMS DOCUMENT (this "Terms Document"), by and between MBNA CREDIT CARD MASTER NOTE TRUST, a statutory business trust created under the laws of the State of Delaware (the "Issuer"), having its principal office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and THE BANK OF NEW YORK, a New York banking corporation ( the "Indenture Trustee"), is made and entered into as of June 12, 2002.

Pursuant to this Terms Document, the Issuer and the Indenture Trustee shall create a new tranche of Class B Notes and shall specify the principal terms thereof.

#### ARTICLE I

Definitions and Other Provisions of General Application  
Section 1.01. Definitions. For all purposes of this Terms Document, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
  - (2) all other terms used herein which are defined in the Indenture Supplement or the Indenture, either directly or by reference therein, have the meanings assigned to them therein;
  - (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles as are generally accepted in the United States of America at the date of such computation;
  - (4) all references in this Terms Document to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Terms Document as originally executed;
  - (5) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Terms Document as a whole and not to any particular Article, Section or other subdivision;
  - (6) in the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture Supplement or the Indenture, the terms and provisions of this Terms Document shall be controlling;
  - (7) each capitalized term defined herein shall relate only to the Class B(2002-2) Notes and no other tranche of Notes issued by the Issuer; and
  - (8) "including" and words of similar import will be deemed to be followed by "without limitation."
- "Accumulation Reserve Funding Period" shall mean, (a) if the Accumulation Period Length is determined to be one (1) month, there shall be no Accumulation Reserve Funding Period and (b) otherwise, the period (x) commencing on the earliest to occur of (i) the Monthly

Period beginning three (3) calendar months prior to the first Transfer Date for which a budgeted deposit is targeted to be made into the Principal Funding sub-Account of the Class B(2002-2) Notes pursuant to Section 3.10(b) of the Indenture Supplement, (ii) the Monthly Period following the first Transfer Date following and including the April 2005 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 2%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 24 months prior to the Expected Principal Payment Date, (iii) the Monthly Period following the first Transfer Date following and including the October 2005 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 3%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 18 months prior to the Expected Principal Payment Date, and (iv) the Monthly Period following the first Transfer Date following and including the December 2005 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 4%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 16 months prior to the Expected Principal Payment Date and (y) ending on the close of business on the last day of the Monthly Period preceding the earlier to occur of (i) the Expected Principal Payment Date for the Class B(2002-2) Notes and (ii) the date on which the Class B(2002-2) Notes are paid in full.

"Base Rate" means, with respect to any Monthly Period, the sum of (i) the Weighted Average Interest Rates for the Outstanding MBNAseries Notes, (ii) the Net Servicing Fee Rate (as such term is defined in the Series 2001-D Supplement) and (iii) so long as MBNA or The Bank of New York is the Servicer, the Servicer Interchange Rate, in each case, for such Monthly Period.

"Calculation Agent" is defined in Section 2.04(a).

"Class B(2002-2) Note" means any Note, substantially in the form set forth in Exhibit A-2 to the Indenture Supplement, designated therein as a Class B(2002-2) Note and duly executed and authenticated in accordance with the Indenture.

"Class B(2002-2) Noteholder" means a Person in whose name a Class B(2002-2) Note is registered in the Note Register.

"Class B(2002-2) Termination Date" means the earliest to occur of (a) the Principal Payment Date on which the Outstanding Dollar Principal Amount of the Class B(2002-2) Notes is paid in full, (b) the Legal Maturity Date and (c) the date on which the Indenture is discharged and satisfied pursuant to Article VI thereof.

"Class B Required Subordinated Amount of Class C Notes" is defined in Section 2.02(b).

"Controlled Accumulation Amount" means \$20,833,333.34; provided, however, if the Accumulation Period Length is determined to be less than twelve (12) months pursuant to Section 3.10(b)(ii) of the Indenture Supplement, the Controlled Accumulation Amount shall be the amount specified in the definition of "Controlled Accumulation Amount" in the Indenture Supplement.

"Excess Available Funds Percentage" means, with respect to any Transfer Date, the amount, if any, by which the Portfolio Yield for the preceding Monthly Period exceeds the Base Rate for such Monthly Period.

"Expected Principal Payment Date" means May 15, 2007.

"Initial Dollar Principal Amount" means \$250,000,000.

"Interest Payment Date" means the fifteenth day of each month commencing July 15, 2002, or if such fifteenth day is not a Business Day, the next succeeding Business Day.

"Interest Period" means, with respect to any Interest Payment Date, the period from and including the previous Interest Payment Date (or in the case of the initial Interest Payment Date, from and including the Issuance Date) through the day preceding such Interest Payment Date.

"Issuance Date" means June 12, 2002.

"Legal Maturity Date" means October 15, 2009.

"LIBOR" means, for any Interest Period, the London interbank offered rate for one-month United States dollar deposits determined by the Indenture Trustee on the LIBOR Determination Date for each Interest Period in accordance with the provisions of Section 2.04.

"LIBOR Determination Date" means June 10, 2002 for the period from and including the Issuance Date to but excluding July 15, 2002 and the second London Business Day prior to the commencement of each subsequent Interest Period.

"London Business Day" means any Business Day on which dealings in deposits in United States Dollars are transacted in the London interbank market.

"MBNAseries Servicer Interchange" means, with respect to any Monthly Period, an amount equal to the product of (a) the Servicer Interchange (as such term is defined in the Series 2001-D Supplement) with respect to such Monthly Period and (b) a fraction the numerator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period and the denominator of which is the Weighted Average Available Funds Allocation Amount for all series of Notes for such Monthly Period.

"Note Interest Rate" means a rate per annum equal to 0.38% in excess of LIBOR as determined by the Calculation Agent on the related LIBOR Determination Date with respect to each Interest Period.

"Paying Agent" means The Bank of New York.

"Portfolio Yield" means, with respect to any Monthly Period, the annualized percentage equivalent of a fraction, the numerator of which is (a) the amount of Available Funds allocated to the MBNAseries pursuant to Section 501 of the Indenture, plus (b) any Interest Funding sub-Account Earnings on the related Transfer Date, plus (c) any amounts to be treated as MBNAseries Available Funds pursuant to Sections 3.20(d) and 3.27(a) of the Indenture Supplement, plus (d) the MBNAseries Servicer Interchange for such Monthly Period, minus (e) the excess, if any, of the sum of the PFA Prefunding Earnings Shortfall plus the PFA Accumulation Earnings Shortfall over the sum of the aggregate amount to be treated as MBNAseries Available Funds for such Monthly Period pursuant to Sections 3.04(a)(ii) and 3.25(a) of the Indenture Supplement plus any other amounts applied to cover earnings shortfalls on amounts in the Principal Funding sub-Account for any tranche of MBNAseries Notes for such Monthly Period, minus (f) the MBNAseries Investor Default Amount for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 306 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Quarterly Excess Available Funds Percentage" means, with respect to the April 2005 Transfer Date and each Transfer Date thereafter, the percentage equivalent of a fraction the numerator of which is the sum of the Excess Available Funds Percentages with respect to the immediately preceding three Monthly Periods and the denominator of which is three.

"Record Date" means, for any Transfer Date, the last Business Day of the preceding Monthly Period.

"Reference Banks" means four major banks in the London interbank market selected by the Beneficiary.

"Required Accumulation Reserve sub-Account Amount" means, with respect to any Monthly Period during the Accumulation Reserve Funding Period, an amount equal to (i) 0.5% of the Outstanding Dollar Principal Amount of the Class B(2002-2) Notes as of the close of business on the last day of the preceding Monthly Period or (ii) any other amount designated by the Issuer; provided, however, that if such designation is of a lesser amount, the Note Rating Agencies shall have provided prior written confirmation that a Ratings Effect will not occur with respect to such change.

"Servicer Interchange Rate" means, for any Monthly Period, the percentage equivalent of a fraction, the numerator of which is the MBNAseries Servicer Interchange for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Stated Principal Amount" means \$250,000,000.

"Telerate Page 3750" means the display page currently so designated on the Moneyline Telerate Service (or such other page as may replace that page on that service for the purpose of displaying

comparable rates or prices).

"Weighted Average Interest Rates" means, with respect to any Outstanding Notes of a class or tranche of the MBNAseries, or of all of the Outstanding Notes of the MBNAseries, on any date, the weighted average (weighted based on the Outstanding Dollar Principal Amount of the related Notes on such date) of the following rates of interest:

(a) in the case of a tranche of Dollar Interest-bearing Notes with no Derivative Agreement for interest, the rate of interest applicable to that tranche on that date;

(b) in the case of a tranche of Discount Notes, the rate of accretion (converted to an accrual rate) of that tranche on that date;

(c) in the case of a tranche of Notes with a payment due under a Performing Derivative Agreement for interest, the rate at which payments by the Issuer to the applicable Derivative Counterparty accrue on that date (prior to the netting of such payments, if applicable); and

(d) in the case of a tranche of Notes with a non-Performing Derivative Agreement for interest, the rate specified for that date in the related terms document.

Section 1.02. Governing Law. THIS TERMS DOCUMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 1.03. Counterparts. This Terms Document may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

Section 1.04. Ratification of Indenture and Indenture Supplement. As supplemented by this Terms Document, each of the Indenture and the Indenture Supplement is in all respects ratified and confirmed and the Indenture as so supplemented by the Indenture Supplement as so supplemented and this Terms Document shall be read, taken and construed as one and the same instrument.

[END OF ARTICLE I]

## ARTICLE II

### The Class B(2002-2) Notes

Section 2.01 Creation and Designation. There is hereby created a tranche of MBNAseries Class B Notes to be issued pursuant to the Indenture and the MBNAseries Indenture Supplement to be known as the "MBNAseries Class B(2002-2) Notes."

Section 2.02 Specification of Required Subordinated Amount and other Terms.

(a) Notwithstanding any provision of Section 2.03 of the Indenture Supplement to the contrary, on any date of determination, the available subordinated amount of Class C Notes for the Class B(2002-2) Notes shall be at least equal to the Class B Required Subordinated Amount of Class C Notes for the Class B(2002-2) Notes. For purposes of this clause, the available subordinated amount of Class C Notes for the Class B(2002-2) Notes as of any date will be an amount equal to, after giving effect to any issuances, deposits, allocations, reallocations or payments to be made on that date:

(i) the aggregate Nominal Liquidation Amount of all tranches of Class C Notes which are Outstanding on that date; minus

(ii) the sum of (A) the aggregate Class B Required Subordinated Amount of Class C Notes for all other tranches of Class B Notes which are Outstanding on that date plus (B) the aggregate Class A Required Subordinated Amount of Class C Notes for all tranches of Class A Notes for which the Class A Required Subordinated Amount of Class B Notes is equal to zero which are Outstanding on that date.

(b) For the Class B(2002-2) Notes for any date of determination, the Class B Required Subordinated Amount of Class C Notes will be an amount equal to 100% of (i) the Adjusted Outstanding Dollar Principal Amount of the Class B(2002-2) Notes on such date or (ii) if an Early Redemption Event with respect to the Class B(2002-2) Notes shall have occurred, if an Event of Default and acceleration of the Class B(2002-2) Notes shall have occurred or if the Class B Usage of the Class C Required Subordinated Amount for such tranche of Class B Notes is greater than zero, the Adjusted Outstanding Dollar Principal Amount of the Class B(2002-2) Notes as of close of business on the day immediately preceding the occurrence of such Early Redemption Event, such Event of Default and acceleration or the date on which the Class B Usage of Class C Required Subordinated Amount exceeded zero.

(c) The Issuer may change the percentage set forth in the

preceding sentence without the consent of any Noteholder so long as the Issuer has (i) received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the MBNAseries that the change in either of such percentages will not result in a Ratings Effect with respect to any Outstanding Class B(2002-2) Notes and (ii) delivered to the Indenture Trustee and the Note Rating Agencies a Master Trust Tax Opinion and an Issuer Tax Opinion.

#### Section 2.03. Interest Payment.

(a) For each Interest Payment Date, the amount of interest due with respect to the Class B(2002-2) Notes shall be an amount equal to the product of (i) (A) a fraction, the numerator of which is the actual number of days in the related Interest Period and the denominator of which is 360, times (B) the Note Interest Rate in effect with respect to the related Interest Period, times (ii) the Outstanding Dollar Principal Amount of the Class B(2002-2) Notes determined as of the Record Date preceding the related Transfer Date. Interest on the Class B(2002-2) Notes will be calculated on the basis of the actual number of days in the related Interest Period and a 360-day year.

(b) Pursuant to Section 3.03 of the Indenture Supplement, on each Transfer Date, the Indenture Trustee shall deposit into the Class B(2002-2) Interest Funding sub-Account the portion of MBNAseries Available Funds allocable to the Class B(2002-2) Notes.

#### Section 2.04. Calculation Agent; Determination of LIBOR.

(a) The Issuer hereby agrees that for so long as any Class B(2002-2) Notes are Outstanding, there shall at all times be an agent appointed to calculate LIBOR for each Interest Period (the "Calculation Agent"). The Issuer hereby initially appoints the Indenture Trustee as the Calculation Agent for purposes of determining LIBOR for each Interest Period. The Calculation Agent may be removed by the Issuer at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Issuer, or if the Calculation Agent fails to determine LIBOR for an Interest Period, the Issuer shall promptly appoint a replacement Calculation Agent that does not control or is not controlled by or under common control with the Issuer or its Affiliates. The Calculation Agent may not resign its duties, and the Issuer may not remove the Calculation Agent, without a successor having been duly appointed.

(b) On each LIBOR Determination Date, the Calculation Agent shall determine LIBOR on the basis of the rate for deposits in United States dollars for a one-month period which appears on Telerate Page 3750 as of 11:00 a.m., London time, on such date. If such rate does not appear on Telerate Page 3750, the rate for that LIBOR Determination Date shall be determined on the basis of the rates at which deposits in United States dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on that day to prime banks in the London interbank market for a one-month period. The Calculation Agent shall request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that LIBOR Determination Date shall be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that LIBOR Determination Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Beneficiary, at approximately 11:00 a.m., New York City time, on that day for loans in United States dollars to leading European banks for a one-month period.

(c) The Note Interest Rate applicable to the then current and the immediately preceding Interest Periods may be obtained by telephoning the Indenture Trustee at its corporate trust office at (212) 328-7543 or such other telephone number as shall be designated by the Indenture Trustee for such purpose by prior written notice by the Indenture Trustee to each Noteholder from time to time.

(d) On each LIBOR Determination Date, the Calculation Agent shall send to the Indenture Trustee and the Beneficiary, by facsimile transmission, notification of LIBOR for the following Interest Period.

#### Section 2.05. Payments of Interest and Principal.

(a) Any installment of interest or principal, if any, payable on any Class B(2002-2) Note which is punctually paid or duly provided for by the Issuer and the Indenture Trustee on the applicable Interest Payment Date or Principal Payment Date shall be paid by the Paying Agent to the Person in whose name such Class B(2002-2) Note (or one or more Predecessor Notes) is registered on the Record Date, by wire transfer of immediately available funds to such Person's account as has been designated by written instructions received by the Paying Agent from such Person not later than the close of business on the third Business Day preceding the date of payment or, if no such account has been so designated, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date, except that with respect to Notes registered on the Record Date in the name of the nominee of Cede & Co., payment shall be made by wire transfer in immediately available funds to the account designated by such nominee.

(b) The right of the Class B(2002-2) Noteholders to receive payments from the Issuer will terminate on the first Business Day following the Class B(2002-2) Termination Date.

Section 2.06. Form of Delivery of Class B(2002-2)

Notes; Depository; Denominations.

(a) The Class B(2002-2) Notes shall be delivered in the form of a global Registered Note as provided in Sections 202 and 301(i) of the Indenture, respectively.

(b) The Depository for the Class B(2002-2) Notes shall be The Depository Trust Company, and the Class B(2002-2) Notes shall initially be registered in the name of Cede & Co., its nominee.

(c) The Class B(2002-2) Notes will be issued in minimum denominations of \$1,000 and integral multiples of that amount.

Section 2.07. Delivery and Payment for the Class B(2002-2) Notes. The Issuer shall execute and deliver the Class B(2002-2) Notes to the Indenture Trustee for authentication, and the Indenture Trustee shall deliver the Class B(2002-2) Notes when authenticated, each in accordance with Section 303 of the Indenture.  
Section 2.08. Targeted Deposits to the Accumulation Reserve Account.

The deposit targeted to be made to the Accumulation Reserve Account for any Monthly Period during the Accumulation Reserve Funding Period will be an amount equal to the Required Accumulation Reserve sub-Account Amount.

[END OF ARTICLE II]

ARTICLE III

Representations and Warranties

Section 3.01 Issuer's Representations and

Warranties. The Issuer makes the following representations and warranties as to the Collateral Certificate on which the Indenture Trustee is deemed to have relied in acquiring the Collateral Certificate. Such representations and warranties speak as of the execution and delivery of this Terms Document, but shall survive until the termination of this Terms Document. Such representations and warranties shall not be waived by any of the parties to this Terms Document unless the Issuer has obtained written confirmation from each Note Rating Agency that there will be no Ratings Effect with respect to such waiver.

(a) The Indenture creates a valid and continuing security interest (as defined in the New York UCC) in the Collateral Certificate in favor of the Indenture Trustee, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Collateral Certificate constitutes either an "account," a "general intangible," an "instrument," or a "certificated security," each within the meaning of the New York UCC.

(c) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Issuer owned and had good and marketable title to the Collateral Certificate free and clear of any lien, claim or encumbrance of any Person.

(d) The Issuer has caused, within ten days of the execution of the Indenture, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral Certificate granted to the Indenture Trustee pursuant to the Indenture.

(e) Other than the security interest granted to the Indenture Trustee pursuant to the Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed the Collateral Certificate. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Collateral Certificate other than any financing statement relating to the security interest granted to the Indenture Trustee pursuant to the Indenture or any financing statement that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(f) All original executed copies of the Collateral Certificate have been delivered to the Indenture Trustee.

(g) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Collateral Certificate had no marks or notations indicating that it has been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee.

[END OF ARTICLE III] IN WITNESS WHEREOF, the parties hereto have caused this Terms Document to be duly executed, all as of the day and year first above written.

MBNA CREDIT CARD MASTER NOTE TRUST,  
by MBNA AMERICA BANK,  
NATIONAL ASSOCIATION, as Beneficiary  
and not in its individual capacity



By:     /s/ Kevin  
Sweeney  
Kevin F. Sweeney  
First Vice President

THE BANK OF NEW YORK, as Indenture  
Trustee  
and not in its individual capacity

By:     /s/ Cassandra Shedd  
Name: Cassandra Shedd  
Title: Assistant Vice President

[Signature Page to the Class B(2002-2) Terms Document]

Article I  
Definitions and Other Provisions of General Application  
Section 1.01. Definitions 1  
Section 1.02. Governing Law 5  
Section 1.03. Counterparts 5  
Section 1.04. Ratification of Indenture and Indenture Supplement 5

Article II  
The Class B(2002-2) Notes  
Section 2.01 Creation and Designation 6  
Section 2.02 Specification of Required Subordinated Amount and  
other Terms 6  
Section 2.03. Interest Payment 6  
Section 2.04. Calculation Agent; Determination of LIBOR 7  
Section 2.05. Payments of Interest and Principal 8  
Section 2.06. Form of Delivery of Class B(2002-2) Notes;  
Depository; Denominations 8  
Section 2.07. Delivery and Payment for the Class B(2002-2) Notes 8  
Section 2.08. Targeted Deposits to the Accumulation Reserve  
Account 8

Article III  
Representations and Warranties  
Section 3.01 Issuer's Representations and Warranties 9  
An extra section break has been inserted above this paragraph. Do not  
delete this section break if you plan to add text after the Table of  
Contents/Authorities. Deleting this break will cause Table of  
Contents/Authorities headers and footers to appear on any pages  
following the Table of Contents/Authorities.

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DOCSDC1:146799.2

MBNA CREDIT CARD MASTER NOTE TRUST  
as Issuer

CLASS C(2002-3) TERMS DOCUMENT  
dated as of June 12, 2002  
to  
MBNASERIES INDENTURE SUPPLEMENT  
dated as of May 24, 2001  
to  
INDENTURE  
dated as of May 24, 2001

THE BANK OF NEW YORK  
as Indenture Trustee

THIS CLASS C(2002-3) TERMS DOCUMENT (this "Terms Document"), by and between MBNA CREDIT CARD MASTER NOTE TRUST, a statutory business trust created under the laws of the State of Delaware (the "Issuer"), having its principal office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and THE BANK OF NEW YORK, a New York banking corporation ( the "Indenture Trustee"), is made and entered into as of June 12, 2002.

Pursuant to this Terms Document, the Issuer and the Indenture Trustee shall create a new tranche of Class C Notes and shall specify the principal terms thereof.

#### ARTICLE I

##### Definitions and Other Provisions of General Application

Section 1.01. Definitions. For all purposes of this Terms Document, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
  - (2) all other terms used herein which are defined in the Indenture Supplement or the Indenture, either directly or by reference therein, have the meanings assigned to them therein;
  - (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles as are generally accepted in the United States of America at the date of such computation;
  - (4) all references in this Terms Document to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Terms Document as originally executed;
  - (5) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Terms Document as a whole and not to any particular Article, Section or other subdivision;
  - (6) in the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture Supplement or the Indenture, the terms and provisions of this Terms Document shall be controlling;
  - (7) each capitalized term defined herein shall relate only to the Class C(2002-3) Notes and no other tranche of Notes issued by the Issuer; and
  - (8) "including" and words of similar import will be deemed to be followed by "without limitation."
- "Accumulation Reserve Funding Period" shall mean, (a) if the Accumulation Period Length is determined to be one (1) month, there shall be no Accumulation Reserve Funding Period and (b) otherwise, the period (x) commencing on the earliest to occur of (i) the Monthly Period beginning three (3) calendar months prior to the first Transfer Date for which a budgeted deposit is targeted to be made into the Principal Funding sub-Account of the Class C(2002-3) Notes pursuant to

Section 3.10(b) of the Indenture Supplement, (ii) the Monthly Period following the first Transfer Date following and including the April 2010 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 2%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 24 months prior to the Expected Principal Payment Date, (iii) the Monthly Period following the first Transfer Date following and including the October 2010 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 3%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 18 months prior to the Expected Principal Payment Date, and (iv) the Monthly Period following the first Transfer Date following and including the December 2010 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 4%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 16 months prior to the Expected Principal Payment Date and (y) ending on the close of business on the last day of the Monthly Period preceding the earlier to occur of (i) the Expected Principal Payment Date for the Class C(2002-3) Notes and (ii) the date on which the Class C(2002-3) Notes are paid in full.

"Base Rate" means, with respect to any Monthly Period, the sum of (i) the Weighted Average Interest Rates for the Outstanding MBNA series Notes, (ii) the Net Servicing Fee Rate (as such term is defined in the Series 2001-D Supplement) and (iii) so long as MBNA or The Bank of New York is the Servicer, the Servicer Interchange Rate, in each case, for such Monthly Period.

"Calculation Agent" is defined in Section 2.03(a).

"Class C Reserve Account Percentage" means, (i) zero, if the Quarterly Excess Available Funds Percentage on such Transfer Date is greater than or equal to 4.50%, (ii) 1.25%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 4.50% and greater than or equal to 4.00%, (iii) 2.00%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 4.00% and greater than or equal to 3.50%, (iv) 2.75%, if the Quarterly Excess Available Funds Percentage is less than 3.50% and greater than or equal to 3.00%; (v) 3.50%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 3.00% and greater than or equal to 2.50%, (vi) 4.50%, if the Quarterly Excess Available Funds Percentage is less than 2.50% and greater than or equal to 2.00%, and (vii) 6.00%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 2.00%.

"Class C(2002-3) Note" means any Note, substantially in the form set forth in Exhibit A-3 to the Indenture Supplement, designated therein as a Class C(2002-3) Note and duly executed and authenticated in accordance with the Indenture.

"Class C(2002-3) Noteholder" means a Person in whose name a Class C(2002-3) Note is registered in the Note Register.

"Class C(2002-3) Termination Date" means the earliest to occur of (a) the Principal Payment Date on which the Outstanding Dollar Principal Amount of the Class C(2002-3) Notes is paid in full, (b) the Legal Maturity Date and (c) the date on which the Indenture is discharged and satisfied pursuant to Article VI thereof.

"Controlled Accumulation Amount" means \$16,666,666.67; provided, however, if the Accumulation Period Length is determined to be less than twelve (12) months pursuant to Section 3.10(b)(ii) of the Indenture Supplement, the Controlled Accumulation Amount shall be the amount specified in the definition of "Controlled Accumulation Amount" in the Indenture Supplement.

"Excess Available Funds Percentage" means, with respect to any Transfer Date, the amount, if any, by which the Portfolio Yield for the preceding Monthly Period exceeds the Base Rate for such Monthly Period.

"Expected Principal Payment Date" means May 15, 2012.

"Initial Dollar Principal Amount" means \$200,000,000.

"Interest Payment Date" means the fifteenth day of each month commencing July 15, 2002, or if such fifteenth day is not a Business Day, the next succeeding Business Day.

"Interest Period" means, with respect to any Interest Payment Date, the period from and including the previous Interest Payment Date (or in the case of the initial Interest Payment Date, from and including the Issuance Date) through the day preceding such Interest Payment Date.

"Issuance Date" means June 12, 2002.

"Legal Maturity Date" means October 15, 2014.

"LIBOR" means, for any Interest Period, the London interbank offered rate for one-month United States dollar deposits determined by the Indenture Trustee on the LIBOR Determination Date for each Interest Period in accordance with the provisions of Section 2.03.

"LIBOR Determination Date" means June 10, 2002 for the period from and including the Issuance Date to but excluding July 15, 2002 and the second London Business Day prior to the commencement of the second and each subsequent Interest Period.

"London Business Day" means any Business Day on which dealings in deposits in United States Dollars are transacted in the London interbank market.

"MBNAseries Servicer Interchange" means, with respect to any Monthly Period, an amount equal to the product of (a) the Servicer Interchange (as such term is defined in the Series 2001-D Supplement) with respect to such Monthly Period and (b) a fraction the numerator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period and the denominator of which is the Weighted Average Available Funds Allocation Amount for all series of Notes for such Monthly Period.

"Note Interest Rate" means a rate per annum equal to 1.35% in excess of LIBOR as determined by the Calculation Agent on the related LIBOR Determination Date with respect to each Interest Period.

"Paying Agent" means The Bank of New York.

"Portfolio Yield" means, with respect to any Monthly Period, the annualized percentage equivalent of a fraction, the numerator of which is (a) the amount of Available Funds allocated to the MBNAseries pursuant to Section 501 of the Indenture, plus (b) any Interest Funding sub-Account Earnings on the related Transfer Date, plus (c) any amounts to be treated as MBNAseries Available Funds pursuant to Sections 3.20(d) and 3.27(a) of the Indenture Supplement, plus (d) the MBNAseries Servicer Interchange for such Monthly Period, minus (e) the excess, if any, of the sum of the PFA Prefunding Earnings Shortfall plus the PFA Accumulation Earnings Shortfall over the sum of the aggregate amount to be treated as MBNAseries Available Funds for such Monthly Period pursuant to Sections 3.04(a)(ii) and 3.25(a) of the Indenture Supplement plus any other amounts applied to cover earnings shortfalls on amounts in the Principal Funding sub-Account for any tranche of MBNAseries Notes for such Monthly Period, minus (f) the MBNAseries Investor Default Amount for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 306 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Quarterly Excess Available Funds Percentage" means, with respect to the July 2002 Transfer Date and each Transfer Date thereafter, the percentage equivalent of a fraction the numerator of which is the sum of the Excess Available Funds Percentages with respect to the immediately preceding three Monthly Periods and the denominator of which is three.

"Record Date" means, for any Transfer Date, the last Business Day of the preceding Monthly Period.

"Reference Banks" means four major banks in the London interbank market selected by the Beneficiary.

"Required Accumulation Reserve sub-Account Amount" means, with respect to any Monthly Period during the Accumulation Reserve Funding Period, an amount equal to (i) 0.5% of the Outstanding Dollar Principal Amount of the Class C(2002-3) Notes as of the close of business on the last day of the preceding Monthly Period or (ii) any other amount designated by the Issuer; provided, however, that if such designation is of a lesser amount, the Note Rating Agencies shall have provided prior written confirmation that a Ratings Effect will not occur with respect to such change.

"Servicer Interchange Rate" means, for any Monthly Period, the percentage equivalent of a fraction, the numerator of which is the

MBNAseries Servicer Interchange for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Stated Principal Amount" means \$200,000,000.

"Telerate Page 3750" means the display page currently so designated on the Moneyline Telerate Service (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices).

"Weighted Average Interest Rates" means, with respect to any Outstanding Notes of a class or tranche of the MBNAseries, or of all of the Outstanding Notes of the MBNAseries, on any date, the weighted average (weighted based on the Outstanding Dollar Principal Amount of the related Notes on such date) of the following rates of interest:

(a) in the case of a tranche of Dollar Interest-bearing Notes with no Derivative Agreement for interest, the rate of interest applicable to that tranche on that date;

(b) in the case of a tranche of Discount Notes, the rate of accretion (converted to an accrual rate) of that tranche on that date;

(c) in the case of a tranche of Notes with a payment due under a Performing Derivative Agreement for interest, the rate at which payments by the Issuer to the applicable Derivative Counterparty accrue on that date (prior to the netting of such payments, if applicable); and

(d) in the case of a tranche of Notes with a non-Performing Derivative Agreement for interest, the rate specified for that date in the related terms document.

Section 1.02. Governing Law. THIS TERMS DOCUMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 1.03. Counterparts. This Terms Document may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

Section 1.04. Ratification of Indenture and Indenture Supplement. As supplemented by this Terms Document, each of the Indenture and the Indenture Supplement is in all respects ratified and confirmed and the Indenture as so supplemented by the Indenture Supplement as so supplemented and this Terms Document shall be read, taken and construed as one and the same instrument.

[END OF ARTICLE I]

ARTICLE II

The Class C(2002-3) Notes

Section 2.01. Creation and Designation. There is hereby created a tranche of MBNAseries Class C Notes to be issued pursuant to the Indenture and the MBNAseries Indenture Supplement to be known as the "MBNAseries Class C(2002-3) Notes."

Section 2.02. Interest Payment.

(a) For each Interest Payment Date, the amount of interest due with respect to the Class C(2002-3) Notes shall be an amount equal to the product of (i) (A) a fraction, the numerator of which is the actual number of days in the related Interest Period and the denominator of which is 360, times (B) the Note Interest Rate in effect with respect to the related Interest Period, times (ii) the Outstanding Dollar Principal Amount of the Class C(2002-3) Notes determined as of the Record Date preceding the related Transfer Date. Interest on the Class C(2002-3) Notes will be calculated on the basis of the actual number of days in the related Interest Period and a 360-day year.

(b) Pursuant to Section 3.03 of the Indenture Supplement, on each Transfer Date, the Indenture Trustee shall deposit into the Class C(2002-3) Interest Funding sub-Account the portion of MBNAseries Available Funds allocable to the Class C(2002-3) Notes.

Section 2.03. Calculation Agent; Determination of LIBOR.

(a) The Issuer hereby agrees that for so long as any Class C(2002-3) Notes are Outstanding, there shall at all times be an agent appointed to calculate LIBOR for each Interest Period (the "Calculation Agent"). The Issuer hereby initially appoints the Indenture Trustee as the Calculation Agent for purposes of determining LIBOR for each Interest Period. The Calculation Agent may be removed by the Issuer at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Issuer, or if the Calculation Agent fails to determine LIBOR for an Interest Period, the Issuer shall promptly appoint a replacement Calculation Agent that does not control or is not controlled by or under common control with the Issuer or its Affiliates. The Calculation Agent may not resign its

duties, and the Issuer may not remove the Calculation Agent, without a successor having been duly appointed.

(b) On each LIBOR Determination Date, the Calculation Agent shall determine LIBOR on the basis of the rate for deposits in United States dollars for a one-month period which appears on Telerate Page 3750 as of 11:00 a.m., London time, on such date. If such rate does not appear on Telerate Page 3750, the rate for that LIBOR Determination Date shall be determined on the basis of the rates at which deposits in United States dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on that day to prime banks in the London interbank market for a one-month period. The Calculation Agent shall request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that LIBOR Determination Date shall be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that LIBOR Determination Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Beneficiary, at approximately 11:00 a.m., New York City time, on that day for loans in United States dollars to leading European banks for a one-month period.

(c) The Note Interest Rate applicable to the then current and the immediately preceding Interest Periods may be obtained by telephoning the Indenture Trustee at its corporate trust office at (212) 328-7543 or such other telephone number as shall be designated by the Indenture Trustee for such purpose by prior written notice by the Indenture Trustee to each Noteholder from time to time.

(d) On each LIBOR Determination Date, the Calculation Agent shall send to the Indenture Trustee and the Beneficiary, by facsimile transmission, notification of LIBOR for the following Interest Period.

#### Section 2.04. Payments of Interest and Principal.

(a) Any installment of interest or principal, if any, payable on any Class C(2002-3) Note which is punctually paid or duly provided for by the Issuer and the Indenture Trustee on the applicable Interest Payment Date or Principal Payment Date shall be paid by the Paying Agent to the Person in whose name such Class C(2002-3) Note (or one or more Predecessor Notes) is registered on the Record Date, by wire transfer of immediately available funds to such Person's account as has been designated by written instructions received by the Paying Agent from such Person not later than the close of business on the third Business Day preceding the date of payment or, if no such account has been so designated, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date, except that with respect to Notes registered on the Record Date in the name of the nominee of Cede & Co., payment shall be made by wire transfer in immediately available funds to the account designated by such nominee.

(b) The right of the Class C(2002-3) Noteholders to receive payments from the Issuer will terminate on the first Business Day following the Class C(2002-3) Termination Date.

Section 2.05. Targeted Deposit to the Class C Reserve Account. The deposit targeted to be made to the Class C Reserve sub-Account for the Class C(2002-3) Notes for any Transfer Date will be an amount equal to (i) to the product of (A) Class C Reserve Account Percentage for the related Monthly Period times (B) the sum of the Initial Outstanding Dollar Principal Amounts of each tranche of Outstanding MBNAseries Notes as of the last day of the preceding Monthly Period times (C) a fraction, the numerator of which is the Nominal Liquidation Amount of the Class C(2002-3) Notes as of the close of business on the last day of the preceding Monthly Period and the denominator of which is the Nominal Liquidation Amount of all Class C Notes in the MBNAseries as of the close of business on the last day of the preceding Monthly Period, minus (ii) any amount previously on deposit in the Class C(2002-3) Reserve sub-Account prior to such targeted deposit; provided however, that if an Early Redemption Event or Event of Default occurs with respect to the Class C(2002-3) Notes, the deposit targeted will be the Adjusted Outstanding Dollar Principal Amount of the Class C(2002-3) notes minus the amount then on deposit in such sub-Account.

#### Section 2.06. Form of Delivery of Class C(2002-3) Notes; Depository; Denominations.

(a) The Class C(2002-3) Notes shall be delivered in the form of a global Registered Note as provided in Sections 202 and 301(i) of the Indenture, respectively.

(b) The Depository for the Class C(2002-3) Notes shall be The Depository Trust Company, and the Class C(2002-3) Notes shall initially be registered in the name of Cede & Co., its nominee.

(c) The Class C(2002-3) Notes will be issued in minimum denominations of \$1,000 and integral multiples of that amount.

Section 2.07. Delivery and Payment for the Class C(2002-3) Notes. The Issuer shall execute and deliver the Class C(2002-3) Notes to the Indenture Trustee for authentication, and the Indenture Trustee shall deliver the Class C(2002-3) Notes when authenticated, each in accordance with Section 303 of the Indenture.

#### Section 2.08. Targeted Deposits to the Accumulation

Reserve Account. The deposit targeted to be made to the Accumulation Reserve Account for any Monthly Period during the Accumulation Reserve Funding Period will be an amount equal to the Required Accumulation Reserve sub-Account Amount.

[END OF ARTICLE II]

### ARTICLE III

#### Representations and Warranties

##### Section 3.01. Issuer's Representations and Warranties.

The Issuer makes the following representations and warranties as to the Collateral Certificate on which the Indenture Trustee is deemed to have relied in acquiring the Collateral Certificate. Such representations and warranties speak as of the execution and delivery of this Terms Document, but shall survive until the termination of this Terms Document. Such representations and warranties shall not be waived by any of the parties to this Terms Document unless the Issuer has obtained written confirmation from each Note Rating Agency that there will be no Ratings Effect with respect to such waiver.

(a) The Indenture creates a valid and continuing security interest (as defined in the New York UCC) in the Collateral Certificate in favor of the Indenture Trustee, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Collateral Certificate constitutes either an "account," a "general intangible," an "instrument," or a "certificated security," each within the meaning of the New York UCC.

(c) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Issuer owned and had good and marketable title to the Collateral Certificate free and clear of any lien, claim or encumbrance of any Person.

(d) The Issuer has caused, within ten days of the execution of the Indenture, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral Certificate granted to the Indenture Trustee pursuant to the Indenture.

(e) Other than the security interest granted to the Indenture Trustee pursuant to the Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed the Collateral Certificate. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Collateral Certificate other than any financing statement relating to the security interest granted to the Indenture Trustee pursuant to the Indenture or any financing statement that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(f) All original executed copies of the Collateral Certificate have been delivered to the Indenture Trustee.

(g) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Collateral Certificate had no marks or notations indicating that it has been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee.

[END OF ARTICLE III]

IN WITNESS WHEREOF, the parties hereto have caused this Terms Document to be duly executed, all as of the day and year first above written.

MBNA CREDIT CARD MASTER NOTE TRUST,  
by MBNA AMERICA BANK,  
NATIONAL ASSOCIATION,  
as Beneficiary and not in its individual  
capacity

By: \_\_\_/s/ Kevin Sweeney

\_\_\_\_\_  
Kevin F. Sweeney  
First Vice President

THE BANK OF NEW YORK, as Indenture  
Trustee  
and not in its individual capacity

By: \_\_\_/s/ Cassandra Shedd

Name: Cassandra Shedd  
Title: Assistant Vice President

[Signature Page to the Class C(2002-3) Terms Document]

TABLE OF CONTENTS

P  
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ARTICLE I  
Definitions and Other Provisions of General Application  
Section 1.01. Definitions 1  
Section 1.02. Governing Law 5  
Section 1.03. Counterparts 5  
Section 1.04. Ratification of Indenture and Indenture Supplement 6

ARTICLE II  
The Class C(2002-3) Notes  
Section 2.01. Creation and Designation 7  
Section 2.02. Interest Payment 7  
Section 2.03. Calculation Agent; Determination of LIBOR 7  
Section 2.04. Payments of Interest and Principal 8  
Section 2.05. Targeted Deposit to the Class C Reserve Account 8  
Section 2.06. Form of Delivery of Class C(2002-3) Notes; Depository;  
Denominations 9  
Section 2.07. Delivery and Payment for the Class C(2002-3) Notes 9  
Section 2.08. Targeted Deposits to the Accumulation Reserve Account 9

ARTICLE III  
Representations and Warranties  
Section 3.01. Issuer's Representations and Warranties 10

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PLEASE PRINT THIS DOCUMENT ON A LASERJET 4 (i.e., Printer 3001 beside Gynene's Desk (the fractions will not print on the LaserJet 5) EXECUTION COPY

MBNA CREDIT CARD MASTER NOTE TRUST  
as Issuer

CLASS A(2002-6) TERMS DOCUMENT  
dated as of June 26, 2002  
to  
MBNASERIES INDENTURE SUPPLEMENT  
dated as of May 24, 2001  
to  
INDENTURE  
dated as of May 24, 2001

THE BANK OF NEW YORK  
as Indenture Trustee

THIS CLASS A(2002-6) TERMS DOCUMENT (this "Terms Document"), by and between MBNA CREDIT CARD MASTER NOTE TRUST, a statutory business trust created under the laws of the State of Delaware (the "Issuer"), having its principal office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and THE BANK OF NEW YORK, a New York banking corporation ( the "Indenture Trustee"), is made and entered into as of June 26, 2002.

Pursuant to this Terms Document, the Issuer and the Indenture Trustee shall create a new tranche of Class A Notes and shall specify the principal terms thereof.

#### ARTICLE I

Definitions and Other Provisions of General Application  
Section 1.01. Definitions. For all purposes of this Terms Document, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
  - (2) all other terms used herein which are defined in the Indenture Supplement or the Indenture, either directly or by reference therein, have the meanings assigned to them therein;
  - (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles as are generally accepted in the United States of America at the date of such computation;
  - (4) all references in this Terms Document to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Terms Document as originally executed;
  - (5) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Terms Document as a whole and not to any particular Article, Section or other subdivision;
  - (6) in the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture Supplement or the Indenture, the terms and provisions of this Terms Document shall be controlling;
  - (7) each capitalized term defined herein shall relate only to the Class A(2002-6) Notes and no other tranche of Notes issued by the Issuer; and
  - (8) "including" and words of similar import will be deemed to be followed by "without limitation."
- "Accumulation Reserve Funding Period" shall mean, (a) if the Accumulation Period Length is determined to be one (1) month, there shall be no Accumulation Reserve Funding Period and (b) otherwise, the

period (x) commencing on the earliest to occur of (i) the Monthly Period beginning three (3) calendar months prior to the first Transfer Date for which a budgeted deposit is targeted to be made into the Principal Funding sub-Account of the Class A(2002-6) Notes pursuant to Section 3.10(b) of the Indenture Supplement, (ii) the Monthly Period following the first Transfer Date following and including the May 2003 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 2%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 24 months prior to the Expected Principal Payment Date, (iii) the Monthly Period following the first Transfer Date following and including the November 2003 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 3%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 18 months prior to the Expected Principal Payment Date, and (iv) the Monthly Period following the first Transfer Date following and including the January 2004 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 4%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 16 months prior to the Expected Principal Payment Date and (y) ending on the close of business on the last day of the Monthly Period preceding the earlier to occur of (i) the Expected Principal Payment Date for the Class A(2002-6) Notes and (ii) the date on which the Class A(2002-6) Notes are paid in full.

"Base Rate" means, with respect to any Monthly Period, the sum of (i) the Weighted Average Interest Rates for the Outstanding MBNAseries Notes, (ii) the Net Servicing Fee Rate (as such term is defined in the Series 2001-D Supplement) and (iii) so long as MBNA or The Bank of New York is the Servicer, the Servicer Interchange Rate, in each case, for such Monthly Period.

"Class A(2002-6) Note" means any Note, substantially in the form set forth in Exhibit A-1 to the Indenture Supplement, designated therein as a Class A(2002-6) Note and duly executed and authenticated in accordance with the Indenture.

"Class A(2002-6) Noteholder" means a Person in whose name a Class A(2002-6) Note is registered in the Note Register.

"Class A(2002-6) Termination Date" means the earliest to occur of (a) the Principal Payment Date on which the Outstanding Dollar Principal Amount of the Class A(2002-6) Notes is paid in full, (b) the Legal Maturity Date and (c) the date on which the Indenture is discharged and satisfied pursuant to Article VI thereof.

"Class A Required Subordinated Amount of Class B Notes" is defined in Section 2.02(a).

"Class A Required Subordinated Amount of Class C Notes" is defined in Section 2.02(b).

"Controlled Accumulation Amount" means \$62,500,000; provided, however, if the Accumulation Period Length is determined to be less than twelve (12) months pursuant to Section 3.10(b)(ii) of the Indenture Supplement, the Controlled Accumulation Amount shall be the amount specified in the definition of "Controlled Accumulation Amount" in the Indenture Supplement.

"Derivative Agreement" means the ISDA Master Agreement, together with the Schedule and the Confirmation thereto, each dated as of June 26, 2002, between the Issuer and the Derivative Counterparty, as such Derivative Agreement may be amended, modified or replaced.

"Derivative Counterparty" means Dresdner Bank AG and any of its successors or transferees under the Derivative Agreement.

"Derivative Fixed Rate" means, for any applicable Interest Period, the fixed rate specified in the Derivative Agreement.

"Derivative Floating Rate" means, for any applicable Interest Period, the floating rate specified in the Derivative Agreement.

"Derivative Reserve Account" is defined in Section 2.11.

"Excess Available Funds Percentage" means, with respect to any Transfer Date, the amount, if any, by which the Portfolio Yield for the preceding Monthly Period exceeds the Base Rate for such Monthly Period.

"Expected Principal Payment Date" means June 15, 2005.

"Fixed Amount" means, for any Transfer Date, an amount equal to the fixed amount (including the amount of any termination

payment payable by the Derivative Counterparty to the Issuer pursuant to Section 6 of the Derivative Agreement following the termination of the Derivative Agreement pursuant to the terms thereof) payable by the Derivative Counterparty to the Issuer for such date pursuant to the Derivative Agreement for interest for the Class A(2002-6) Notes.

"Floating Amount" means, for any Transfer Date, an amount equal to (a) the floating amount (excluding the amount of any termination payment payable by the Issuer to the Derivative Counterparty pursuant to Section 6 of the Derivative Agreement following the termination of the Derivative Agreement pursuant to the terms thereof) payable by the Issuer to the Derivative Counterparty for such date pursuant to the Derivative Agreement for interest for the Class A(2002-6) Notes, minus (b) the amount, if any, by which the PFA Accumulation Earnings Shortfall plus the PFA Prefunding Earnings Shortfall for the Class A(2002-6) Notes for such Transfer Date exceeds the sum of (i) the aggregate amount withdrawn from the Derivative Reserve Account and (ii) the aggregate amount to be treated as MBNAseries Available Funds pursuant to Section 3.04(a)(i) or 3.04(a)(ii) of the Indenture Supplement, in each case, for the Class A(2002-6) Notes for such Transfer Date; provided, however, that solely for purposes of clause (c) of the definition of PFA Accumulation Earnings Target and clause (c) of the definition of PFA Prefunding Earnings Target, the "Floating Amount" for any Transfer Date will be limited to the amount determined pursuant to clause (a) above.

"Initial Dollar Principal Amount" means \$750,000,000.

"Interest Payment Date" means the fifteenth day of each month commencing August 15, 2002, or if such fifteenth day is not a Business Day, the next succeeding Business Day.

"Interest Period" means, with respect to any Interest Payment Date, the period from and including the previous Interest Payment Date (or in the case of the initial Interest Payment Date, from and including the Issuance Date) through the day preceding such Interest Payment Date.

"Interest Reserve Account" is defined in Section 2.09.

"Interest Reserve Account Event" is defined in Section 2.08.

"Issuance Date" means June 26, 2002.

"Legal Maturity Date" means November 15, 2007.

"MBNAseries Servicer Interchange" means, with respect to any Monthly Period, an amount equal to the product of (a) the Servicer Interchange (as such term is defined in the Series 2001-D Supplement) with respect to such Monthly Period and (b) a fraction the numerator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period and the denominator of which is the Weighted Average Available Funds Allocation Amount for all series of Notes for such Monthly Period.

"Net Derivative Payment" means, for any Transfer Date, (a) if the netting provisions of subsection 2(c)(ii) of the Derivative Agreement apply, the amount by which the Floating Amount for such date exceeds the Fixed Amount for such date, and (b) otherwise, an amount equal to the Floating Amount for such date.

"Net Derivative Receipt" means, for any Transfer Date, (a) if the netting provisions of subsection 2(c)(ii) of the Derivative Agreement apply, the amount by which the Fixed Amount for such date exceeds the Floating Amount for such date, and (b) otherwise, an amount equal to the Fixed Amount for such date.

"Note Interest Rate" means a rate per annum equal to 3.90%.

"Paying Agent" means The Bank of New York.

"Portfolio Yield" means, with respect to any Monthly Period, the annualized percentage equivalent of a fraction, the numerator of which is (a) the amount of Available Funds allocated to the MBNAseries pursuant to Section 501 of the Indenture, plus (b) any Interest Funding sub-Account Earnings on the related Transfer Date, plus (c) any amounts to be treated as MBNAseries Available Funds pursuant to Sections 3.20(d) and 3.27(a) of the Indenture Supplement, plus (d) the MBNAseries Servicer Interchange for such Monthly Period, minus (e) the excess, if any, of the sum of the PFA Prefunding Earnings Shortfall plus the PFA Accumulation Earnings Shortfall over the sum of the aggregate amount to be treated as MBNAseries Available Funds for such Monthly Period pursuant to Sections 3.04(a)(ii) and 3.25(a) of the Indenture Supplement plus any other amounts applied to cover earnings

shortfalls on amounts in the Principal Funding sub-Account for any tranche of MBNAseries Notes for such Monthly Period, minus (f) the MBNAseries Investor Default Amount for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 306 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Quarterly Excess Available Funds Percentage" means, with respect to the May 2003 Transfer Date and each Transfer Date thereafter, the percentage equivalent of a fraction the numerator of which is the sum of the Excess Available Funds Percentages with respect to the immediately preceding three Monthly Periods and the denominator of which is three.

"Record Date" means, for any Transfer Date, the last Business Day of the preceding Monthly Period.

"Required Accumulation Reserve sub-Account Amount" means, with respect to any Monthly Period during the Accumulation Reserve Funding Period, an amount equal to (i) 0.5% of the Outstanding Dollar Principal Amount of the Class A(2002-6) Notes as of the close of business on the last day of the preceding Monthly Period or (ii) any other amount designated by the Issuer; provided, however, that if such designation is of a lesser amount, the Note Rating Agencies shall have provided prior written confirmation that a Ratings Effect will not occur with respect to such change.

"Required Derivative Reserve Amount" shall have the meaning specified in the Supplemental Derivative Letter dated as of the date hereof between the Issuer, the Indenture Trustee and the Derivative Counterparty.

"Required Interest Reserve Amount" is defined in Section 2.08.

"Servicer Interchange Rate" means, for any Monthly Period, the percentage equivalent of a fraction, the numerator of which is the MBNAseries Servicer Interchange for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Stated Principal Amount" means \$750,000,000.

"Weighted Average Interest Rates" means, with respect to any Outstanding Notes of a class or tranche of the MBNAseries, or of all of the Outstanding Notes of the MBNAseries, on any date, the weighted average (weighted based on the Outstanding Dollar Principal Amount of the related Notes on such date) of the following rates of interest:

(a) in the case of a tranche of Dollar Interest-bearing Notes with no Derivative Agreement for interest, the rate of interest applicable to that tranche on that date;

(b) in the case of a tranche of Discount Notes, the rate of accretion (converted to an accrual rate) of that tranche on that date;

(c) in the case of a tranche of Notes with a payment due under a Performing Derivative Agreement for interest, the rate at which payments by the Issuer to the applicable Derivative Counterparty accrue on that date (prior to the netting of such payments, if applicable); and

(d) in the case of a tranche of Notes with a non-Performing Derivative Agreement for interest, the rate specified for that date in the related terms document, which, in the event that the Derivative Agreement for the Class A(2002-6) Notes is non-Performing, is the Note Interest Rate.

Section 1.02. Governing Law. THIS TERMS DOCUMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 1.03. Counterparts. This Terms Document may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together

constitute but one and the same instrument.

Section 1.04. Ratification of Indenture and Indenture Supplement. As supplemented by this Terms Document, each of the Indenture and the Indenture Supplement is in all respects ratified and confirmed and the Indenture as so supplemented by the Indenture Supplement as so supplemented and this Terms Document shall be read, taken and construed as one and the same instrument.

[END OF ARTICLE I]

## ARTICLE II

### The Class A(2002-6) Notes

Section 2.01 Creation and Designation. There is hereby created a tranche of MBNAseries Class A Notes to be issued pursuant to the Indenture and the MBNAseries Indenture Supplement to be known as the "MBNAseries Class A(2002-6) Notes."

Section 2.02 Specification of Required Subordinated Amount and other Terms.

(a) For the Class A(2002-6) Notes for any date of determination, the Class A Required Subordinated Amount of Class B Notes will be an amount equal to 8.82353% of (i) the Adjusted Outstanding Dollar Principal Amount of the Class A(2002-6) Notes on such date or (ii) if an Early Redemption Event with respect to the Class A(2002-6) Notes shall have occurred, if an Event of Default and acceleration of the Class A(2002-6) Notes shall have occurred or if the Class A Usage of the Class B Required Subordinated Amount for such tranche of Class A Notes is greater than zero, the Adjusted Outstanding Dollar Principal Amount of the Class A(2002-6) Notes as of close of business on the day immediately preceding the occurrence of such Early Redemption Event, such Event of Default and acceleration or the date on which the Class A Usage of Class B Required Subordinated Amount exceeded zero.

(b) For the Class A(2002-6) Notes for any date of determination, the Class A Required Subordinated Amount of Class C Notes will be an amount equal to 8.82353% of (i) the Adjusted Outstanding Dollar Principal Amount of the Class A(2002-6) Notes on such date or (ii) if an Early Redemption Event with respect to the Class A(2002-6) Notes shall have occurred, if an Event of Default and acceleration of the Class A(2002-6) Notes shall have occurred or if the Class A Usage of the Class C Required Subordinated Amount for such tranche of Class A Notes is greater than zero, the Adjusted Outstanding Dollar Principal Amount of the Class A(2002-6) Notes as of close of business on the day immediately preceding the occurrence of such Early Redemption Event, such Event of Default and acceleration or the date on which the Class A Usage of Class C Required Subordinated Amount exceeded zero.

(c) The Issuer may change the percentages set forth in clause (a) or (b) above without the consent of any Noteholder so long as the Issuer has (i) received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the MBNAseries that the change in either of such percentages will not result in a Ratings Effect with respect to any Outstanding Class A(2002-6) Notes and (ii) delivered to the Indenture Trustee and the Note Rating Agencies a Master Trust Tax Opinion and an Issuer Tax Opinion.

Section 2.03. Interest Payment.

(a) For each Interest Payment Date, the amount of interest due with respect to the Class A(2002-6) Notes shall be an amount equal to one-twelfth of the product of (i) the Note Interest Rate, times (ii) the Outstanding Dollar Principal Amount of the Class A(2002-6) Notes determined as of the Record Date preceding the related Transfer Date; provided, however, that for the first Interest Payment Date the amount of interest due is \$3,981,250. Interest on the Class A(2002-6) Notes will be calculated on the basis of a 360-day year and twelve 30-day months.

(b) For purposes of Section 3.02(c) and Section 3.13(d) of the Indenture Supplement, for each Interest Payment Date, the amount owed to the Derivative Counterparty, if any, will be an amount equal to the Net Derivative Payment; provided, however, that solely for purposes of determining the targeted deposit to be made to the Interest Funding sub-Account for the Class A(2002-6) Notes for any Transfer Date pursuant to Section 3.02(c) of the Indenture Supplement, the targeted deposit to the Interest Funding sub-Account for the Class A(2002-6) Notes will be an amount equal to the Net Derivative Payment less the aggregate amount, if any, deposited directly into the Interest Funding sub-Account pursuant to Section 2.11(c) for such Transfer Date.

(c) Pursuant to Section 3.03 of the Indenture Supplement, on each Transfer Date, the Indenture Trustee shall deposit into the Class A(2002-6) Interest Funding sub-Account the portion of MBNAseries Available Funds allocable to the Class A(2002-6) Notes.

Section 2.04. Payments of Interest and Principal.

(a) Any installment of interest or principal, if any, payable on any Class A(2002-6) Note which is punctually paid or duly provided for by the Issuer and the Indenture Trustee on the applicable Interest Payment Date or Principal Payment Date shall be paid by the Paying Agent to the Person in whose name such Class A(2002-6) Note (or one or more Predecessor Notes) is registered on the Record Date, by

wire transfer of immediately available funds to such Person's account as has been designated by written instructions received by the Paying Agent from such Person not later than the close of business on the third Business Day preceding the date of payment or, if no such account has been so designated, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date, except that with respect to Notes registered on the Record Date in the name of the nominee of Cede & Co., payment shall be made by wire transfer in immediately available funds to the account designated by such nominee.

(b) The right of the Class A(2002-6) Noteholders to receive payments from the Issuer will terminate on the first Business Day following the Class A(2002-6) Termination Date.

Section 2.05. Form of Delivery of Class A(2002-6) Notes; Depository; Denominations.

(a) The Class A(2002-6) Notes shall be delivered in the form of a global Registered Note as provided in Sections 202 and 301(i) of the Indenture, respectively.

(b) The Depository for the Class A(2002-6) Notes shall be The Depository Trust Company, and the Class A(2002-6) Notes shall initially be registered in the name of Cede & Co., its nominee.

(c) The Class A(2002-6) Notes will be issued in minimum denominations of \$1,000 and integral multiples of that amount.

Section 2.06. Delivery and Payment for the Class

A(2002-6) Notes. The Issuer shall execute and deliver the Class A(2002-6) Notes to the Indenture Trustee for authentication, and the Indenture Trustee shall deliver the Class A(2002-6) Notes when authenticated, each in accordance with Section 303 of the Indenture.

Section 2.07. Targeted Deposits to the Accumulation Reserve Account.

The deposit targeted to be made to the Accumulation Reserve Account for any Monthly Period during the Accumulation Reserve Funding Period will be an amount equal to the Required Accumulation Reserve sub-Account Amount.

Section 2.08. Derivative Agreement.

(a) The Issuer shall enter into the Derivative Agreement, certain terms of which are set forth herein for the convenience of the parties thereto for incorporation therein by reference, with the Derivative Counterparty on the Issuance Date. Pursuant to the terms of the Derivative Agreement, the Derivative Counterparty shall pay to the Issuer on each Transfer Date the Net Derivative Receipt, if any, plus the amount of any Net Derivative Receipt due but not paid with respect to any previous Transfer Date. The Issuer shall deposit such Net Derivative Receipts, if any, into the Collection Account and shall apply such amounts as MBNAseries Available Funds pursuant to Section 3.04(a)(iii) of the Indenture Supplement. In addition, in accordance with the terms of the Derivative Agreement, the Issuer shall pay to the Derivative Counterparty the Net Derivative Payment, if any, for such Transfer Date, plus the amount of any Net Derivative Payment due but not paid on any previous Transfer Date, from amounts on deposit in the Interest Funding sub-Account for the Class A(2002-6) Notes. If the Derivative Agreement has not been terminated and the Issuer has not received any Net Derivative Receipt due with respect to the related Transfer Date prior to 12:00 p.m. on the date such payment is due, (i) the Issuer shall notify the Derivative Counterparty, the Beneficiary and the Servicer of such fact prior to 1:00 p.m. on such date, (ii) the Issuer, if directed by the Servicer, shall designate an Early Termination Date (as such term is defined in the Derivative Agreement) pursuant to the Derivative Agreement and shall, if the Beneficiary so directs, terminate the Derivative Agreement pursuant to its terms, and (iii) the Issuer shall provide the Trustee, prior to 4:30 p.m. on the related Transfer Date, with new statements substantially in the forms of Exhibit B and Exhibit C to the Indenture Supplement revised, if necessary, to reflect that the Net Derivative Receipt (or any portion thereof) was not received by the Issuer for such Transfer Date.

(b) The Issuer shall direct the Derivative Counterparty to assign its rights and obligations under the Derivative Agreement to a replacement Derivative Counterparty, in the event that the long-term credit rating (or the then equivalent rating) of the Derivative Counterparty or a replacement Derivative Counterparty, if any, is reduced below BBB- by Standard & Poor's or below Baa3 by Moody's or is withdrawn by either Standard & Poor's or Moody's. The Issuer shall give Standard & Poor's and Moody's notice of the replacement of the Derivative Counterparty as soon as practicable thereafter.

(c) The parties hereto agree that all obligations of the Issuer under the Derivative Agreement shall be paid from, and limited to, amounts on deposit in the Interest Funding sub-Account for the Class A(2002-6) Notes which are specifically available to be applied therefor pursuant to Section 3.13(d) of the Indenture Supplement, as determined pursuant to Section 2.03(b) of this Terms Document, and any amounts specifically available to be applied therefor pursuant to Section 2.12 of this Terms Document, and that the Beneficiary shall not be required to expend or risk its own funds or otherwise incur any liability in connection with the Derivative Agreement.

(d) If the Issuer has actual knowledge of any event specified in Section 5 of the Derivative Agreement, the Issuer shall provide written notice of such event to the Beneficiary, the Servicer and the Note Rating Agencies. The Beneficiary, upon becoming aware of any event specified in Section 5 of the Derivative Agreement, whether pursuant to notice from the Issuer or otherwise, shall immediately provide the Issuer with written instructions as to the course of action to be taken under Section 6 of the Derivative Agreement, including without limitation any notices to be provided and whether or not an Early Termination Date (as defined in the Derivative Agreement) should be designated and, if so, when such Early Termination Date should be designated. Prior to receiving such written instructions from the Beneficiary, the Issuer shall not designate an Early Termination Date and shall not terminate the Derivative Agreement.

(e) At the request of the Issuer, the Beneficiary shall provide the Issuer with any document the Issuer is required to provide the Derivative Counterparty pursuant to Section 4(a) of the Derivative Agreement.

(f) (i) In the event the short-term credit rating (or the then equivalent rating) of the Derivative Counterparty or a replacement Derivative Counterparty, if any, from Standard & Poor's is below A-1, or is withdrawn by Standard & Poor's, or (ii) in the case of a replacement Derivative Counterparty assuming the interests and obligations of the original Derivative Counterparty under the Derivative Agreement that does not have a short-term credit rating from Standard & Poor's, the long-term credit rating (or the then equivalent rating) of such replacement Derivative Counterparty from Standard & Poor's is below A+ or is withdrawn by Standard & Poor's, the Derivative Counterparty will be required within 30 days from the date of such rating or withdrawal to fund the Interest Reserve Account in an amount equal to one-twelfth of the product of (A) the Derivative Fixed Rate and (B) the Outstanding Dollar Principal Amount of the Class A(2002-6) Notes as of the close of business on the last day of the Monthly Period preceding such rating or withdrawal (the "Required Interest Reserve Amount"). The Derivative Counterparty's failure to adequately fund the Interest Reserve Account within 30 days of such rating or withdrawal shall constitute an "Interest Reserve Account Event."  
Section 2.09. Interest Reserve Account.

(a) On or before the Issuance Date, the Indenture Trustee will cause to be established and maintained a Qualified Account denominated as the "Interest Reserve Account" in the name of the Indenture Trustee, bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Class A(2002-6) Noteholders. The Interest Reserve Account constitutes a Supplemental Account and shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Class A(2002-6) Noteholders. If, at any time, the institution holding the Interest Reserve Account ceases to be a Qualified Institution, the Issuer will within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days, as to which each Note Rating Agency may consent) establish a new Interest Reserve Account that is a Qualified Account and shall transfer any cash and/or investments to such new Interest Reserve Account. From the date such new Interest Reserve Account is established, it will be the "Interest Reserve Account." The Interest Reserve Account will receive deposits as described in this Section.

(b) On each Transfer Date, all interest and earnings (net of losses and investment expenses) accrued since the preceding Transfer Date on funds on deposit in the Interest Reserve Account will be retained in the Interest Reserve Account (to the extent that the amount on deposit in the Interest Reserve Account with respect to the related Monthly Period is less than the required balance for the Interest Reserve Account for that Monthly Period) and the balance, if any, will be paid to the Derivative Counterparty pursuant to the terms of the Derivative Agreement.

(c) In the event that the Derivative Agreement terminates due to a default by the Derivative Counterparty, on the Transfer Date on or immediately following such termination, the Issuer shall withdraw from the Interest Reserve Account an amount equal to the lesser of (i) the Net Derivative Receipt, if any, with respect to such Transfer Date plus the amount of any Net Derivative Receipt previously due but not paid to the Issuer and (ii) the amount on deposit in the Interest Reserve Account on such Transfer Date, and shall deposit such amount in the Collection Account to be included in MBNAseries Available Funds with respect to such Transfer Date and give notice of such withdrawal to each Note Rating Agency. Such withdrawal will be deemed to be a Net Derivative Receipt and a payment received from the Derivative Counterparty for all purposes under the Indenture Supplement and this Terms Document.

(d) Upon the earliest to occur of (i) any Transfer Date subsequent to the return of the Derivative Counterparty's or replacement Derivative Counterparty's short-term credit rating (or the then equivalent rating) to A-1 or higher by Standard & Poor's, (ii) any Transfer Date subsequent to the return of the Derivative Counterparty's or replacement Derivative Counterparty's long-term credit rating to A+ (or the then equivalent rating) or higher by Standard & Poor's, (iii)

the Transfer Date on or immediately following the termination of the Derivative Agreement and (iv) the Transfer Date immediately preceding the Expected Principal Payment Date, the Issuer, after the prior payment of all amounts owing to the Class A(2002-6) Noteholders that are payable from the Interest Reserve Account as provided herein, shall withdraw from the Interest Reserve Account and pay to the Derivative Counterparty pursuant to the terms of the Derivative Agreement, all amounts, if any, on deposit in the Interest Reserve Account. In addition, following the earliest to occur of the events described in clauses (iii) or (iv) of the preceding sentence, the Interest Reserve Account shall be deemed to have terminated for purposes of this Terms Document, the Indenture Supplement and the Indenture.

Section 2.10. Early Redemption Events. Notwithstanding any provision of the Indenture or the Indenture Supplement to the contrary, upon the occurrence of an Early Redemption Event with respect to the Class A(2002-6) Notes (other than an Early Redemption Event described in Section 1201(c) of the Indenture), if none of (i) an Early Redemption Event described in Section 1201(c) of the Indenture, (ii) an Interest Reserve Account Event, (iii) the termination of the Derivative Agreement pursuant to its terms or (iv) an Event of Default and acceleration of the Class A(2002-6) Notes has previously occurred, then the Issuer will not pay any amounts accumulated in the Principal Funding sub-Account for the Class A(2002-6) Notes to the holders of the Class A(2002-6) Notes until the Monthly Principal Payment Date occurring on or immediately following the earliest to occur of:

- (a) the Expected Principal Payment Date;
- (b) the date on which an Early Redemption Event Described in Section 1201(c) of the Indenture occurs;
- (c) the date on which an Interest Reserve Account Event occurs; and
- (d) the date on which the Derivative Agreement terminates pursuant to its terms.

If the Issuer is unable to pay the redemption price in full on such Monthly Principal Payment Date, monthly payments on the Class A(2002-6) Notes will thereafter be made on each following Monthly Principal Payment Date until the Outstanding Dollar Principal Amount of the Class A(2002-6) Notes, plus all accrued and unpaid interest, is paid in full or the Legal Maturity Date occurs, whichever is earlier, subject to Article V of the Indenture and Article III of the Indenture Supplement. Any funds in any Supplemental Account (other than the Interest Reserve Account) for the Class A(2002-6) Notes will be applied to make the principal and interest payments on the Class A(2002-6) Notes on the redemption date, subject to Article V of the Indenture, Article III of the Indenture Supplement and Article II of this Terms Document.

#### Section 2.11. Derivative Reserve Account.

(a) On or before the Issuance Date, the Indenture Trustee will cause to be established and maintained a Qualified Account denominated as the "Derivative Reserve Account" in the name of the Indenture Trustee, bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Class A(2002-6) Noteholders and the Derivative Counterparty, as their interests appear herein. The Indenture Trustee hereby accepts the Derivative Reserve Account and any amounts on deposit therein in trust under the Indenture, the Indenture Supplement and this Terms Document, in accordance with the provisions thereof and hereof. The Derivative Reserve Account constitutes a Supplemental Account and shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Class A(2002-6) Noteholders and the Derivative Counterparty. If, at any time, the institution holding the Derivative Reserve Account ceases to be a Qualified Institution, the Issuer will within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days, as to which each Note Rating Agency may consent) establish a new Derivative Reserve Account that is a Qualified Account and shall transfer any cash and/or investments to such new Derivative Reserve Account. From the date such new Derivative Reserve Account is established, it will be the "Derivative Reserve Account." The Derivative Reserve Account will receive deposits as described in this Section.

(b) On the Issuance Date, the Issuer shall deposit an amount equal to the Required Derivative Reserve Amount received by it from the Beneficiary in immediately available funds into the Derivative Reserve Account. Funds on deposit in the Derivative Reserve Account shall be invested by the Indenture Trustee in Permitted Investments; provided, however, that, for purposes of the investment of funds on deposit in the Derivative Reserve Account, references in the definition of "Permitted Investments" to a rating of A-1+ by Standard & Poor's shall be modified to require a rating of not lower than A-1 by such Note Rating Agency.

On each Transfer Date, all interest and earnings (net of losses and investment expenses) accrued since the preceding Transfer



Date on funds on deposit in the Derivative Reserve Account shall be retained in the Derivative Reserve Account (to the extent that the amount on deposit in the Derivative Reserve Account (prior to taking into account any such interest and earnings) is less than the Required Derivative Reserve Amount) and the balance, if any, shall be paid to the Issuer on such Transfer Date.

(c) On or prior to each Transfer Date following the occurrence of an Early Redemption Event with respect to the Class A(2002-6) Notes (other than an Early Redemption Event described in Section 1201(c) of the Indenture), the Issuer will calculate PFA Accumulation Earnings Shortfall (if any) for the Principal Funding sub-Account for the Class A(2002-6) Notes. If there is any PFA Accumulation Earnings Shortfall for the Principal Funding sub-Account for that Transfer Date for the Class A(2002-6) Notes, the Issuer will withdraw such amount from the Derivative Reserve Account, to the extent available, for deposit in the Interest Funding sub-Account for the Class A(2002-6) Notes on such Transfer Date.

Section 2.12. Termination Payments. If on any Transfer Date following the termination of the Derivative Agreement pursuant to the terms thereof there is a termination payment payable by the Issuer to the Derivative Counterparty pursuant to Section 6 of the Derivative Agreement, the Issuer will pay to the Derivative Counterparty from MBNAseries Available Funds (after giving effect to Sections 3.01(a) through (f) of the Indenture Supplement) for such Transfer Date an amount not to exceed the lesser of (i) the product of (x) the amount of MBNAseries Available Funds remaining for application pursuant to Section 3.01(g) of the Indenture Supplement times (y) a fraction, the numerator of which is the Nominal Liquidation Amount of the Class A(2002-6) Notes as of the close of business on the last day of the preceding Monthly Period and the denominator of which is the Nominal Liquidation Amount of all tranches of Notes as of the close of business on the last day of the preceding Monthly Period and (ii) the amount of such termination payment payable by the Issuer to the Derivative Counterparty.

[END OF ARTICLE II]  
ARTICLE III

#### Representations and Warranties

Section 3.01 Issuer's Representations and Warranties. The Issuer makes the following representations and warranties as to the Collateral Certificate on which the Indenture Trustee is deemed to have relied in acquiring the Collateral Certificate. Such representations and warranties speak as of the execution and delivery of this Terms Document, but shall survive until the termination of this Terms Document. Such representations and warranties shall not be waived by any of the parties to this Terms Document unless the Issuer has obtained written confirmation from each Note Rating Agency that there will be no Ratings Effect with respect to such waiver.

(a) The Indenture creates a valid and continuing security interest (as defined in the New York UCC) in the Collateral Certificate in favor of the Indenture Trustee, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Collateral Certificate constitutes either an "account," a "general intangible," an "instrument," or a "certificated security," each within the meaning of the New York UCC.

(c) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Issuer owned and had good and marketable title to the Collateral Certificate free and clear of any lien, claim or encumbrance of any Person.

(d) The Issuer has caused, within ten days of the execution of the Indenture, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral Certificate granted to the Indenture Trustee pursuant to the Indenture.

(e) Other than the security interest granted to the Indenture Trustee pursuant to the Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed the Collateral Certificate. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Collateral Certificate other than any financing statement relating to the security interest granted to the Indenture Trustee pursuant to the Indenture or any financing statement that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(f) All original executed copies of the Collateral Certificate have been delivered to the Indenture Trustee.

(g) At the time of the transfer and assignment of the

Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Collateral Certificate had no marks or notations indicating that it has been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee.

[END OF ARTICLE III]IN WITNESS WHEREOF, the parties hereto have caused this Terms Document to be duly executed, all as of the day and year first above written.

MBNA CREDIT CARD MASTER NOTE TRUST,  
by MBNA AMERICA BANK,  
NATIONAL ASSOCIATION, as Beneficiary  
and not in its individual capacity

By: \_ /s/ Kevin  
Sweeney \_\_\_\_\_  
Name: Kevin F. Sweeney  
Title: First Vice President

THE BANK OF NEW YORK, as Indenture  
Trustee  
and not in its individual capacity

By: \_ /s/ Cassandra Shedd  
\_\_\_\_\_  
Name: Cassandra Shedd  
Title: Assistant Vice President

[Signature Page to the Class A(2002-6) Terms Document]

Article I  
Definitions and Other Provisions of General Application  
Section 1.01. Definitions 1  
Section 1.02. Governing Law 7  
Section 1.03. Counterparts 7  
Section 1.04. Ratification of Indenture and Indenture  
Supplement 7  
Article II  
The Class A(2002-6) Notes  
Section 2.01 Creation and Designation 8  
Section 2.02 Specification of Required Subordinated Amount  
and other Terms 8  
Section 2.03. Interest Payment 8  
Section 2.04. Payments of Interest and Principal 9  
Section 2.05. Form of Delivery of Class A(2002-6) Notes;  
Depository; Denominations 9  
Section 2.06. Delivery and Payment for the Class A(2002-6)  
Notes 9  
Section 2.07. Targeted Deposits to the Accumulation Reserve  
Account 10  
Section 2.08. Derivative Agreement 10  
Section 2.09. Interest Reserve Account 11  
Section 2.10. Early Redemption Events 12  
Section 2.11. Derivative Reserve Account 13  
Section 2.12. Termination Payments 14

An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.

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SCHEDULE

to the  
Master Agreement  
dated as of June 26, 2002  
between  
DRESDBER BANK AG ("Party A"),

and

The MBNA CREDIT CARD MASTER NOTE TRUST ("Party B"), a trust formed pursuant to a trust agreement dated as of May 4, 2001, as amended and restated as of May 24, 2001, and as amended as of July 12, 2001 (as amended and restated, the "Trust Agreement").

Part 1. Termination Provisions

In this Agreement:

(a) "Specified Entity" shall not apply for purposes of this Agreement.

(b) "Specified Transaction" will have the meaning specified in Section 14 of this Agreement.

(c) The "Breach of Agreement" provisions of Section 5(a)(ii), the "Misrepresentation" provisions of Section 5(a)(iv), the "Default under Specified Transaction" provisions of Section 5(a)(v), the "Cross Default" provisions of Section 5(a)(vi), the "Merger Without Assumption" provisions of Section 5(a)(viii), the "Tax Event" provisions of Section 5(b)(ii), "Tax Event Upon Merger" provisions of Section 5(b)(iii), and the "Credit Event Upon Merger" provisions of Section 5(b)(iv) will not apply to Party A and will not apply to Party B. Solely with respect to payments required to be made by Party A after the occurrence of an Early Redemption Event with respect to the Class A Notes, the word "third" in the final line of Section 5(a)(i) shall be replaced with "12:00 noon New York City time of the first (or such other time as may be mutually agreed to by Party A, Party B and the Note Rating Agencies)".

(d) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A and will not apply to Party B.

(e) Payments on Early Termination. For the purpose of Section 6(e) of this Agreement, Market Quotation and the Second Method will apply; provided, however, that in the case of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the Affected Party, the related Settlement Amount, if negative, will be deemed to be zero if the Market Quotation (as such term is modified pursuant to Part 1 (f) below) cannot be determined.

(f) Market Quotation. Notwithstanding anything to the contrary in the definition of Market Quotation in Section 14, in the case of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the Affected Party, the Market Quotation, if negative, will be deemed to be the negative quotation, if any, with the highest absolute value received from any Reference Market-maker, even if only one quotation is provided, with which Party B is able, using its best efforts, to enter into a Replacement Transaction even if Party B reasonably believes such Market Quotation would not produce a commercially reasonable result.

(g) "Reference Market-maker" will not have the meaning specified in Section 14, but will instead mean the following:

"Reference Market-maker" means five leading dealers in the relevant market selected by the party determining the Market Quotation in good faith (a) from among dealers which are rated not lower than investment grade by S&P and Moody's which satisfy the criteria that such party applies generally at that time in deciding whether to offer or make an extension of credit and (b) to the extent practicable, from among dealers having an office in the same city.

(h) "Termination Currency" means United States Dollars ("USD").

Part 2. Tax Representations.

(a) Payer Tax Representations. For the purpose of Section 3(e) of this Agreement, Party A and Party B will each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Sections 2(e), 6(d)(ii) and 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representation made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) and 4(a)(iii) of this Agreement; and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) Payee Representations. For the purpose of Section 3(f) of this Agreement, Party A and Party B make the following representations:

(i) The following representation will apply to Party B:

It is a US person for US federal income tax purposes.

(ii) The following representation will apply to Party A:

(x) For United States Federal income tax purposes, it is a corporation that is the beneficial owner of each payment received or to be received by it in connection with this Agreement and such payment will be effectively connected with its conduct of a trade or business in the United States of America".

(y) It is a "foreign person" as defined in section 1.6041-4(a)(4) of the United States Treasury Regulations.

### Part 3. Agreement to Deliver Documents.

For the purpose of Sections 3(d), 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) Tax forms, documents or certificates to be delivered are:  
Party required to deliver document-

Form/Document/Certificate-

Date by which

to be delivered-Covered by Section 3(d) Representation

Party B-Any form or document that may be reasonably requested, and that Party B is eligible to provide, in order to allow the requesting party to make a payment without (or with reduced) withholding Tax.-Promptly upon reasonable demand by the other party.-Yes

Party A-Two accurate and completed signed copies of Internal Revenue Service Form W-8ECI, all other related forms (including any certificate with respect thereto) as Party B may reasonably request, and any form or document that may be reasonably requested, and that Party A is eligible to provide, in order to allow the requesting party to make a payment without (or with reduced) withholding Tax.-Within 30 days of the execution and delivery of this Agreement, but in no event later than the date of the first payment made by Party A to Party B in connection with the Agreement and additionally, prior to the date on which the first payment is to be made by Party A, with respect to each fourth (4th) calendar year succeeding the execution of the last delivered such form; and within the earlier of (i) 30 days of a change in circumstances that renders the forms previously delivered to Party A inaccurate or incomplete in any material respect or (ii) the first Fixed Rate Payer Payment Date which falls after a change in circumstances that renders the forms previously delivered to Party B inaccurate or incomplete in any material respect.-Yes

(b) Other documents to be delivered are:

Party required to deliver document-

Form/Document/Certificate-

Date by which  
to be delivered-Covered by Section 3(d) Representation  
Party A-Opinions of counsel for Party A substantially in the form of  
Exhibit A to this Schedule-Upon execution of this Agreement-Yes  
Party A-An incumbency certificate with respect to the signatory of this  
Agreement or a copy of relevant pages of Party A's signature list-Upon  
execution of this Agreement-Yes  
Party B-An opinion of counsel for Party B substantially in the form of  
Exhibit B to this Schedule-Upon execution of this Agreement-Yes  
Party B-An incumbency certificate with respect to the signatory of this  
Agreement or a copy of the relevant pages of the authorized signatory  
certificate-Upon execution of this Agreement-Yes

Part 4. Miscellaneous.

(a) Addresses for Notices. For the purpose of Section 12(a):

Address for notices or communications to Party A:

Address: Dresdner Bank AG  
Juergen-Ponto Platz 1, 60301  
Frankfurt (Main), Germany  
Attention: UB TB CTS Treasury Service 2, Global  
Operations  
OTC-Interest Rate Derivatives  
Telex No.: 418-9751 Answerback: drf f  
Telephone No.: 49 69 263 13668  
Facsimile No.: 49 69 263 8718

For all purposes.

Address for notices or communications to Party B:

Address: MBNA Credit Card Master Note Trust  
c/o MBNA America Bank,  
National Association, as Beneficiary  
Securitization Servicing  
Wilmington, Delaware 19884-2824  
Attention: Tony Romano  
Telephone No.: (302) 457-0331  
Facsimile No.: (302) 457-0715

For all purposes.

(b) Process Agent. For the purpose of Section 13(c):

Party A appoints as its Process Agent:

Dresdner Bank AG, New York Branch  
75 Wall Street  
New York, New York 10005-2889  
Attention: Legal Department

Party B appoints as its Process Agent: Not applicable.

(c) Offices. The provisions of Section 10(a) will apply to this Agreement.

(d) Multibranch Party. For the purpose of Section 10(c) of this Agreement.

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

(e) Calculation Agent. The Calculation Agent is the Indenture Trustee, unless otherwise specified in a Confirmation in relation to the relevant Transaction.

(f) Credit Support Document. Details of any Credit Support Document:

In the case of Party A: Not applicable.

In the case of Party B: Not applicable.

(g) Credit Support Provider.

In relation to Party A: Not applicable.

In relation to Party B: Not applicable.

(h) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine but without prejudice to the provisions of Section 5-1401 of the General Obligations Law of the

State of New York).

(i) Netting of Payments. Subparagraph (ii) of Section 2(c) of this Agreement will apply to any of the Transactions, except that it will not apply to payments by each Party to the other if Party B so notifies Party A ten (10) days in advance of the date such payments are due.

(j) "Affiliate" will have the meaning specified in Section 14 of this Agreement, except that with respect to Party B there shall be deemed to be no Affiliates.

#### Part 5. Other Provisions.

(a) Confirmation. Each Confirmation supplements, forms part of, and will be read and construed as one with, this Agreement. A form of Confirmation is set forth as Exhibit C hereto.

(b) Waiver of Trial By Jury. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Transaction contemplated hereby. Each party (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

(c) Non-Petition. Party A hereby agrees that it will not bring any action (whether in bankruptcy or otherwise) against Party B in any court prior to the date which is one year and one day after all Notes (as such term is defined in the Indenture) of Party B have been paid in full.

(d) Assignment. In the event the long-term, senior unsecured debt rating of Party A is lowered to below the category of BBB- by Standard & Poor's Ratings Services ("S&P") or Baa3 by Moody's Investors Service, Inc. ("Moody's") or such rating agencies' then equivalent ratings, or such ratings are withdrawn by either S&P or Moody's, Party B shall direct Party A to assign and delegate, and Party A shall assign and delegate, its rights and obligations under any Transaction to a replacement counterparty.

(e) Provision for Payments from Party B. Notwithstanding anything contained in this Agreement to the contrary, any amount required to be paid by Party B pursuant to this Agreement will be payable only to the extent provided in, and from amounts on deposit in the Interest Funding sub-Account for the Class A(2002-6) Notes which are specifically available to be applied therefor pursuant to, Section 3.13(d) of the Indenture Supplement, as determined pursuant to Section 2.03(b) of the Terms Document and any amounts specifically available to be applied therefor pursuant to Section 2.12 of the Terms Document (as such terms are defined in the Confirmation).

(f) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into this Agreement that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary):

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Agreement.

(ii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement.

(iii) Status of Parties. The other party is not acting as a fiduciary for or as adviser to it in respect of this Agreement.

(g) Additional Representations. Each of Party A and Party B represents that (i) it is an "eligible contract participant" as defined in 1a(12) of the Commodity Exchange Act, as amended by the Commodity Futures Modernization Act of 2000 (7 U.S.C. 1a(12)) and (ii) the material terms of this Agreement and the Swap Transaction have been individually tailored and negotiated.

(h) Negative Interest Rates. Party A and Party B agree that:

if, with respect to a Calculation Period for a Transaction, a party ("X") is obligated to pay a Floating Amount that is a negative number (either by reason of a negative Floating Rate or the subtraction of a Spread from the Floating Rate), the Floating Amount with respect to X for that Calculation Period will be deemed to be zero, and the other party ("Y") will pay to X the absolute value of the negative Floating Amount, in addition to any amounts otherwise owed by Y to X, on the Payment Date such Floating Amount would have been payable if it had been a positive number. Any amounts paid by Y to X pursuant to this provision will be paid to such account as X may designate (unless Y gives timely notice of a reasonable objection to such designation) in the currency in which that Floating Amount would have been paid if it had been a positive number (and without regard to the currency in which Y is otherwise obligated to make payments).

(i) Limited Recourse. It is expressly understood and agreed by the parties hereto that (i) this Agreement and each Transaction entered into pursuant to this Agreement is entered into by MBNA America Bank, National Association, not individually or personally but solely as Beneficiary of the MBNA Credit Card Master Note Trust (the "Trust") in the exercise of the powers and authority conferred and vested in it, (ii) the representations, undertakings and agreements herein made on the part of the Trust are made and intended not as personal representations, undertakings and agreements by the Beneficiary but are made and intended for the purpose of binding only the Trust, (iii) nothing herein contained shall be construed as creating any liability on the part of the Beneficiary, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties who are signatories to this Agreement and by any Persons claiming by, through or under such parties; provided, however, that the Beneficiary shall be liable in its individual capacity for its own willful misconduct or gross negligence and (iv) under no circumstances shall the Beneficiary be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.

(j) Condition Precedent. It shall be a condition precedent to the effectiveness of this Agreement that the Trust shall deposit the Required Derivative Reserve Amount in the Derivative Reserve Account on the Issuance Date.

The parties executing this Schedule have executed the Master Agreement and have agreed as to the contents of this Schedule.

DRESDNER BANK AG

By: \_\_\_/s/ Sarah Donnelly  
Name: Sarah Donnelly  
Title: Vice President

By: \_\_\_\_\_  
Name:  
Title:

MBNA CREDIT CARD MASTER NOTE TRUST  
By: MBNA America Bank, National  
Association,  
solely in its capacity as  
beneficiary and not in its  
individual capacity

By: \_\_\_/s/ Kevin F.  
Sweeney\_\_\_\_\_



Name: Kevin F. Sweeney  
Title: First Vice President  
EXHIBIT A to Schedule

[Form of Opinion of Counsel for Party A]

EXHIBIT B to Schedule

[Form of Opinion of Counsel for Party B]

EXHIBIT C to Schedule

Date: June 26, 2002

To: MBNA Credit Card Master Note Trust

Telephone: (302) 457-0331  
Facsimile: (302) 457-0751

From: Dresdner Bank AG

Subject: Swap Transaction

The purpose of this communication is to set forth the terms and conditions of the swap transaction entered into on the Trade Date referred to below (the "Swap Transaction"), between the MBNA CREDIT CARD MASTER NOTE TRUST ("Party B"), but only relates to the MBNAseries 3.90% Class A(2002-6) Notes (the "Class A Notes") issued pursuant to the Indenture dated as of May 24, 2001 (the "Indenture") as supplemented by the MBNAseries Indenture Supplement dated as of May 24, 2001 (the "Indenture Supplement") and as further supplemented by the Class A(2002-6) Terms Document dated as of June 26, 2002 (the "Terms Document"), and DRESDNER BANK AG ("Party A"). This communication constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of June 26, 2002 between Party A and Party B (the "Master Agreement"). All provisions contained in, or incorporated by reference to, such Master Agreement shall govern this Confirmation except as expressly modified below.

This Confirmation and the Schedule to the Master Agreement (the "Schedule") each incorporate the definitions and provisions contained in (i) the 2000 ISDA Definitions (as amended and supplemented through June 26, 2002) (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), without regard to any amendment or supplement to the Definitions subsequent to the date hereof, and (ii) the Terms Document, the Indenture Supplement and the Indenture. In the event of any inconsistency between the definitions in the Terms Document and any of the Indenture Supplement, the Indenture, the Definitions, the Schedule or this Confirmation, the definitions in the Terms Document will govern; in the event of any inconsistency between the definitions in the Indenture Supplement and any of the Indenture, the Definitions, the Schedule or this Confirmation, the definitions in the Indenture Supplement will govern; in the event of any inconsistency between the definitions in the Indenture and any of the Definitions, the Schedule or this Confirmation, the definitions in the Indenture will govern; in the event of any inconsistency between this Confirmation and either the Schedule or the Definitions, this Confirmation will govern; and in the event of any inconsistency between the Schedule and the Definitions, the Schedule will govern.

The terms of this particular Swap Transaction to which this Confirmation relates are as follows:

Trade Date:-June 26, 2002

Effective Date:-The Issuance Date for the Class A Notes

Termination Date:-June 15, 2005; provided, however, that in the event of an Early Redemption Event described in Section 1201(c) of the Indenture or an Event of Default and acceleration under the Indenture with respect to the Class A Notes, the Termination Date will be the earlier of (i) the date on which the Notional Amount is zero and (ii) June 15, 2005.

Fixed Amounts:-

Fixed Rate Payer:-Party A.

Fixed Rate:-3.90%.

Fixed Amount for Initial Fixed Rate Payer Payment Date:-\$3,981,250.00.

Fixed Amount:-For each Fixed Rate Payer Payment Date other than the initial Fixed Rate Payer Payment Date, an amount calculated on a formula basis for that Fixed Rate Payer Payment Date as follows:

Fixed Rate

Fixed Amount = Notional x Fixed Rate

Amount Amount Rate

12

Fixed Rate Notional

Amount:-For the initial Fixed Rate Payer Payment Date, \$750,000,000 (the Initial Dollar Principal Amount of the Class A Notes), and for each Fixed Rate Payer Payment Date thereafter the Outstanding Dollar Principal Amount of the Class A Notes as of the Record Date immediately preceding such Fixed Rate Payer Payment Date  
Fixed Rate Payer Payment Dates:-The Business Day immediately prior to each Interest Payment Date.

Floating Amounts:-

Floating Rate Payer:-Party B.

Calculation Periods:-For the initial Floating Rate Payer Payment Date, the period from and including the Effective Date through the day preceding the first Interest Payment Date; and for each Floating Rate Payer Payment Date thereafter, each Calculation Period will be the period from and including the previous Interest Payment Date through the day preceding the current Interest Payment Date.

Floating Rate Payer Payment Dates:-The Business Day immediately prior to each Interest Payment Date.

Floating Rate Option:-USD-LIBOR-BBA; provided, however, that the last sentence of the definition of "USD-LIBOR-Reference Banks" is hereby amended to replace the penultimate use of "that Reset Date" with "the day that is two London Banking Days preceding that Reset Date."

Reset Dates:-Means, with respect to the initial Floating Rate Payer Payment Date, the Effective Date, and with respect to each Floating Rate Payer Payment Date after the initial Floating Rate Payer Payment Date, the first day of the related Calculation Period for such Floating Rate Payer Payment Date.

Designated Maturity:-One month.

- -

Floating Amount for Initial Floating Rate Payer Payment Date:-  
\$1,989,687.50.

Floating Rate Notional Amount:-For the initial Floating Rate Payer Payment Date, \$750,000,000 (the Initial Dollar Principal Amount of the Class A Notes), and for each Floating Rate Payer Payment Date thereafter the Outstanding Dollar Principal Amount of the Class A Notes as of the Record Date immediately preceding such Floating Rate Payer Payment Date.

Floating Rate Day Count Fraction:-Actual/360.

Compounding:-Not Applicable.

Calculation Agent: -Indenture Trustee.

Business Days: -New York and Newark, Delaware.

Interest Payment Dates:-The fifteenth day of each month commencing August 2002, or if such fifteenth day is not a Business Day, the next succeeding Business Day.

Credit Support Document: -Not applicable.

Other Provisions:-If at any time during the Term of the Swap Transaction

(i) Party A's short-term credit rating (or the then equivalent rating) from S&P is below A-1, or is withdrawn by S&P, or (ii) if Party A does not have a short-term credit rating from S&P, Party A's long-term credit rating (or the then equivalent rating) from S&P is below A+, or is withdrawn by S&P, Party B shall establish and maintain with a Qualified Institution, in the name of Party B for the benefit of the holders of the Class A Notes, the interest reserve account as a segregated trust account held for the benefit of holders of the Class A Notes (the "Interest Reserve Account"). Within thirty days of such rating or withdrawal, Party A shall fund the Interest Reserve Account in an amount equal to one-twelfth of the product of (a) the Fixed Rate, and (b) the Outstanding Dollar Principal Amount of the Class A Notes on the Record Date preceding such rating or withdrawal for reinvestment in accordance with the Terms Document; provided, however, that the failure of Party A to adequately fund the Interest Reserve Account within thirty days of such rating or withdrawal shall not constitute an Event of Default pursuant to the provisions of subsection 5(a) or a Termination Event pursuant to the provisions of subsection 5(b). Party A shall treat the amount on deposit in the Interest Reserve Account as its money for tax purposes. After establishment of the Interest Reserve Account, in the event there shall occur an Early Termination Date as a result of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the Affected Party, the funds then contained in the Interest Reserve Account will be treated as MBNAseries Available Funds to the extent provided in the Terms Document and the Indenture Supplement. Upon termination of the Interest Reserve Account as provided in the Terms Document after payment of all amounts owing to the holders of the Class A Notes that are payable from such account, Party B will release all amounts on deposit therein to Party A.

- If Party B notifies Party A that netting of payments will not apply to any of the Transactions pursuant to Part 4(i) of the Schedule, each payment obligation of Party B under Section 2(a)(i) of the Master Agreement in respect of this Swap Transaction shall be subject to the condition precedent that in respect of each such payment obligation each amount payable by Party A with respect to this Swap Transaction shall be paid by Party A by 12:00 noon, New York City time, on the relevant Fixed Rate Payer Payment Date.

London Banking Day:-New York, New York and London, England.

Governing Law:-New York.

Offices:-Party A is not a Multibranch Party.

- Party B is not a Multibranch Party.

Payment Instructions  
for Party A USD:-Dresdner Bank, New York DRESUS33  
ABA # 0260-0830-3  
Account No. 400-00  
Favor: Dresdner Bank AG, Frankfurt  
Payment Instructions  
for the Trust in USD:-The Bank of New York, New York  
ABA# 021-000-018  
A/C of MBNA Credit Card Master Note Trust  
MBNAseries, Class A(2002-6)  
A/C# 054640

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Swap Transaction by signing in the space provided below and sending a copy of the executed Confirmation to us.

It has been a pleasure working with you on this transaction and we look forward to working with you again in the future.

Very truly yours,

DRESDNER BANK AG

By: \_\_\_/s/ Sarah Donnelly  
Name: Sarah Donnelly  
Title: Vice President

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted by:

MBNA CREDIT CARD MASTER NOTE TRUST

By: MBNA America Bank, National Association,  
solely in its capacity as beneficiary  
and not in its individual capacity

By: /s/ Kevin F. Sweeney  
Name: Kevin F. Sweeney  
Title: First Vice President

DOCSDC1:147876.4

MONTHLY SERIES CERTIFICATEHOLDERS' STATEMENT

SERIES 2001-D

MBNA AMERICA BANK, NATIONAL ASSOCIATION

MBNA MASTER CREDIT CARD TRUST II

MONTHLY PERIOD ENDING JUNE 30, 2002

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The information which is required to be prepared with respect to the Transfer Date of July 12, 2002 and with respect to the performance of the Issuer during the related Monthly Period.

Capitalized terms used in this Statement have their respective meanings set forth in the Pooling and Servicing Agreement.

A. Information Regarding the Current Monthly Distribution

1. The amount of the current monthly distribution which constitutes Available Funds \$208,176,761.63

2. The amount of the current monthly distribution which constitutes Available Investor Principal Collections See Addendum to Exhibit B

B. Information Regarding the Performance of the Trust

1. Collection of Principal Receivables

(a) The aggregate amount of Collections of Principal Receivables processed during the related Monthly Period and allocated to Series 2001-D \$1,967,925,393.16

2. Collection of Finance Charge Receivables

(a) The aggregate amount of Collections of Finance Charge Receivables processed during the related Monthly Period and allocated to Series 2001-D \$195,474,026.80

3. Principal Receivables in the Trust

(a) The aggregate amount of Principal Receivables in the Trust as of the end of the day on the last day of the related Monthly Period \$63,894,246,547.67

(b) The amount of Principal Receivables in the Trust represented by the Investor Interest of Series 2001-D as of the end of the day on the last day of the related Monthly Period \$15,756,175,000.00

(c) The Floating Allocation Investor Interest as of the end of the day on the last day of the related Monthly Period \$15,756,175,000.00

(d) The Principal Allocation Investor Interest as of the end of the day on the last day of the related Monthly Period \$15,756,175,000.00

(e) The Floating Investor Percentage with respect to the related Monthly Period  
June 1, 2002 through June 11, 2002 22.42%  
June 12, 2002 through June 25, 2002 23.34%  
June 26, 2002 through June 30, 2002 24.51%

(f) The Principal Investor Percentage with respect to

the Monthly Period  
June 1, 2002 through June 11, 2002 22.42%  
June 12, 2002 through June 25, 2002 23.34%  
June 26, 2002 through June 30, 2002 24.51%

#### 4. Delinquent Balances

The aggregate amount of outstanding balances in the Accounts which were delinquent as of the end of the day on the last day of the related Monthly Period:

Aggregate  
Account  
Balance  
Percentage  
of Total  
Receivables

(a)  
30 - 59 days:  
\$1,278,133,606.75  
1.95%

(b)  
60 - 89 days:  
\$714,870,783.30  
1.09%

(c)  
90 - 119 days:  
\$542,504,381.24  
0.83%

(d)  
120 - 149 days:  
\$502,538,830.83  
0.77%

(e)  
150 - or more days:  
\$453,171,913.55  
0.68%

Total:  
\$3,491,219,515.67  
5.32%

#### 5. Investor Default Amount

(a) The Aggregate Investor Default Amount for the related Monthly Period \$73,869,861.97

#### 6. Investor Servicing Fee

(a) The amount of the Investor Servicing Fee payable by the Trust to the Servicer for the related Monthly Period \$24,882,513.89

(b) The amount of the Net Servicing Fee payable by the Trust to the Servicer for the related Monthly Period \$15,551,571.18

(c) The amount of the Servicer Interchange payable by the Trust to the Servicer for the related Monthly Period \$9,330,942.71

8th day of July, 2002.

MBNA AMERICA BANK,  
NATIONAL ASSOCIATION,  
Servicer  
Christopher Harris

Name: Christopher Harris  
Title: First Vice President

C-3  
2001-D  
2001-D A-1

EXHIBIT C  
SCHEDULE TO MONTHLY NOTEHOLDERS' STATEMENT

MBNAseries  
MBNA CREDIT CARD MASTER NOTE TRUST

MONTHLY PERIOD ENDING June 30, 2002

Reference is made to the 2001-D Supplement (the "Series 2001-D Supplement", dated as of May 24, 2001, between MBNA America Bank, National Association, a national banking association (the "Bank"), as Seller and Servicer, and The Bank of New York, as Trustee, the Indenture (the "Indenture"), dated as of May 24, 2001 and the Indenture Supplement (the "Indenture Supplement"), dated as of May 24, 2001, each between MBNA Credit Card Master Note Trust, as Issuer, and "The Bank of New York, as Indenture Trustee. Terms used herein and not defined herein have the meanings ascribed to them in the 2001-D Supplement, the Indenture and the Indenture Supplement, as applicable.

The following computations are prepared with respect to the Transfer Date of July 12, 2002 and with respect to the performance of the Trust during the related Monthly Period.

A. Targeted deposits to Interest Funding sub-Accounts:

Balance	Targeted Deposit to Interest earlier Monthly sub-Account Funding Periods Earnings sub-Account for applicable Monthly Period	Actual Deposit to Interest Funding sub-account sub-Account for prior to Withdrawals applicable Monthly Period	Shortfall from	Interest Funding	Interest Funding
	Class A:				
	Class A(2001-1)	\$4,791,666.67	\$4,791,666.67	\$0.00	\$4,791,666.67
	Class A(2001-2)	\$812,777.78	\$812,777.78	\$0.00	\$812,777.78
	Class A(2001-3)	\$1,625,555.56	\$1,625,555.56	\$0.00	\$5,283,055.56
	Class A(2001-Emerald)	\$6,580,254.96	\$6,580,254.96	\$0.00	\$106,925,820.69
	Class A(2001-4)	\$1,532,222.22	\$1,532,222.22	\$0.00	\$1,532,222.22
	Class A(2001-5)	\$797,222.22	\$797,222.22	\$0.00	\$797,222.22
	Class A(2002-1)	\$4,125,000.00	\$4,125,000.00	\$0.00	\$4,125,000.00
	Class A(2002-2)	\$1,129,167.81	\$1,129,167.81	\$0.00	\$2,459,972.73
	Class A(2002-3)	\$1,213,333.33	\$1,213,333.33	\$0.00	\$1,213,333.33
	Class A(2002-4)	\$1,516,666.67	\$1,516,666.67	\$0.00	\$1,516,666.67
	Class A(2002-5)	\$1,851,666.67	\$1,851,666.67	\$0.00	\$1,935,833.34
	Class A(2002-6)	\$406,250.00	\$406,250.00	\$0.00	\$406,250.00
	Class A Total:	\$26,381,783.89	\$26,381,783.89	\$0.00	\$131,799,821.21
	Class B:				
	Class B(2001-1)	\$430,694.44	\$430,694.44	\$0.00	\$430,694.44
	Class B(2001-2)	\$427,777.78	\$427,777.78	\$0.00	\$427,777.78
	Class B(2001-3)	\$273,000.00	\$273,000.00	\$0.00	\$273,000.00
	Class B(2002-1)	\$1,072,916.67	\$1,072,916.67	\$0.00	\$1,072,916.67
	Class B(2002-2)	\$508,750.00	\$508,750.00	\$0.00	\$508,750.00
	Class B Total:	\$2,713,138.89	\$2,713,138.89	\$0.00	\$2,713,138.89
	Class C:				
	Class C(2001-1)	\$561,944.44	\$561,944.44	\$0.00	\$561,944.44
	Class C(2001-2)	\$232,555.56	\$232,555.56	\$0.00	\$232,555.56
	Class C(2001-3)	\$2,183,333.33	\$2,183,333.33	\$0.00	\$2,183,333.33
	Class C(2001-4)	\$561,944.44	\$561,944.44	\$0.00	\$561,944.44
	Class C(2001-5)	\$357,000.00	\$357,000.00	\$0.00	\$357,000.00
	Class C(2002-1)	\$1,416,666.67	\$1,416,666.67	\$0.00	\$1,416,666.67
	Class C(2002-2)	\$255,750.00	\$255,750.00	\$0.00	\$255,750.00
	Class C(2002-3)	\$584,833.33	\$584,833.33	\$0.00	\$584,833.33
	Class C Total:	\$6,154,027.77	\$6,154,027.77	\$0.00	\$6,154,027.77
	Total:	\$35,248,950.55	\$35,248,950.55	\$0.00	\$140,666,987.87

The Interest Funding Account Balance for Class A(2001-Emerald) reflects activity as of the end of the Monthly Period.

B. Interest to be paid on the corresponding Payment

Date:

Amount of interest to be paid on corresponding Interest Payment Date

CUSIP

Rate

Number

Class A

Interest Payment Date	Interest	Rate	Number
July 15, 2002	5.7500000%	\$4,791,666.67	Class A(2001-1) 55264TAC5
July 15, 2002	2.0900000%	\$812,777.78	Class A(2001-2) 55264TAE1
July 15, 2002	2.0900000%	\$5,283,055.56	Class A(2001-3) 55264TAG6
July 15, 2002	1.9700000%	\$1,532,222.22	Class A(2001-4) 55264TAL5
July 15, 2002	2.0500000%	\$797,222.22	Class A(2001-5) 55264TAM3
July 15, 2002	4.9500000%	\$4,125,000.00	Class A(2002-1) 55264TAQ4
July 15, 2002	2.0800000%	\$1,129,167.81	Class A(2002-2) 55264TAT8
July 15, 2002	1.9500000%	\$1,213,333.33	Class A(2002-3) 55264TAU5
July 15, 2002	2.0200000%	\$1,516,666.67	Class A(2002-5) 55264TAV3
		\$22,007,777.79	Total Class A
			Class B
July 15, 2002	2.2150000%	\$430,694.44	Class B(2001-1) 55264TAA9
July 15, 2002	2.2000000%	\$427,777.78	Class B(2001-2) 55264TAJ0
July 15, 2002	2.3400000%	\$273,000.00	Class B(2001-3) 55264TAP6
July 15, 2002	5.1500000%	\$1,072,916.67	Class B(2002-1) 55264TAR2
July 15, 2002	2.2200000%	\$508,750.00	Class B(2002-2) 55264TAX9
		\$2,713,138.89	Total Class B
			Class C
July 15, 2002	2.8900000%	\$561,944.44	Class C(2001-1) 55264TAB7
July 15, 2002	2.9900000%	\$232,555.56	Class C(2001-2) 55264TAD3
July 15, 2002	6.5500000%	\$2,183,333.33	Class C(2001-3) 55264TAF8
July 15, 2002	2.8900000%	\$561,944.44	Class C(2001-4) 55264TAK7
July 15, 2002	3.0600000%	\$357,000.00	Class C(2001-5) 55264TAN1
July 15, 2002	6.8000000%	\$1,416,666.67	Class C(2002-1) 55264TAS0
July 15, 2002	2.7900000%	\$255,750.00	Class C(2002-2) 55264TAW1
July 15, 2002	3.1900000%	\$584,833.33	Class C(2002-3) 55264TAY7
		\$6,154,027.77	Total Class C

For Interest Payment information on the Emerald Note program, refer to Exhibit B to the Class A(2001-Emerald) Terms Document.

C. Targeted deposits to Class C Reserve sub-Accounts:  
Targeted Deposit to Actual

Deposit	Class C Reserve	Class C	
Account Balance	Class C Reserve	to Class C	sub-
Transfer Date	Reserve		on
Account for	sub-Account for	Reserve	
	sub-Account		
	applicable Monthly	sub-	
	prior to withdrawals	Earnings	
	Period	applicable	
	Monthly Period		

NOTHING TO REPORT

D. Withdrawals to be made from the C Reserve sub-Accounts on the corresponding Transfer Date:

C Reserve	Withdrawals for	Withdrawals for	Class
Account Balance	Interest	Principal	sub-
Transfer Date	on		
withdrawals	after		

NOTHING TO REPORT

E. Targeted deposits to Principal Funding sub-Accounts:

Account	Targeted Deposit to Principal Funding sub-Account for Earnings applicable Monthly applicable Monthly Balance on Period Transfer Date	Actual Deposit to Principal Funding sub-Account for Period	Shortfall from earlier Monthly Periods	Principal Funding sub-	Principal Funding sub-Account
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NOTHING TO REPORT

F. Principal to be paid on the corresponding Principal Payment Date:

principal	CUSIP Number	Principal	Amount of
Payment	Payment Date corresponding Principal Date	to be paid on	

NOTHING TO REPORT

G. Stated Principal Amount, Outstanding Dollar Principal Amount and Nominal Liquidation Amount for the related Monthly Period (as of the end of the prior Monthly Period):

Outstanding	Initial Dollar Nominal Liquidation Principal Amount	Outstanding Principal	Adjusted Principal Amount	Amount	Amount
	Class A				
	Class A(2001-1)	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00
	Class A(2001-2)	\$500,000,000.00	\$500,000,000.00	\$500,000,000.00	\$500,000,000.00
	Class A(2001-3)	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00
	Class A(2001-Emerald)	\$4,000,000,000.00	\$4,000,000,000.00	\$4,000,000,000.00	\$4,000,000,000.00
	Class A(2001-4)	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00
	Class A(2001-5)	\$500,000,000.00	\$500,000,000.00	\$500,000,000.00	\$500,000,000.00
	Class A(2002-1)	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00
	Class A(2002-2)	\$656,175,000.00	\$656,175,000.00	\$656,175,000.00	\$656,175,000.00
	Class A(2002-3)	\$750,000,000.00	\$750,000,000.00	\$750,000,000.00	\$750,000,000.00
	Class A(2002-4)	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00	\$1,000,000,000.00
	Class A(2002-5)	\$750,000,000.00	\$750,000,000.00	\$750,000,000.00	\$750,000,000.00
	Class A(2002-6)	\$750,000,000.00	\$750,000,000.00	\$750,000,000.00	\$750,000,000.00
	Total Class A:	\$12,906,175,000.00	\$12,906,175,000.00	\$12,906,175,000.00	\$12,906,175,000.00
	Class B				
	Class B(2001-1)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Class B(2001-2)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Class B(2001-3)	\$150,000,000.00	\$150,000,000.00	\$150,000,000.00	\$150,000,000.00
	Class B(2002-1)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Class B(2002-2)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Total Class B:	\$1,150,000,000.00	\$1,150,000,000.00	\$1,150,000,000.00	\$1,150,000,000.00
	Class C				
	Class C(2001-1)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Class C(2001-2)	\$100,000,000.00	\$100,000,000.00	\$100,000,000.00	\$100,000,000.00
	Class C(2001-3)	\$400,000,000.00	\$400,000,000.00	\$400,000,000.00	\$400,000,000.00
	Class C(2001-4)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Class C(2001-5)	\$150,000,000.00	\$150,000,000.00	\$150,000,000.00	\$150,000,000.00
	Class C(2002-1)	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00	\$250,000,000.00
	Class C(2002-2)	\$100,000,000.00	\$100,000,000.00	\$100,000,000.00	\$100,000,000.00
	Class C(2002-3)	\$200,000,000.00	\$200,000,000.00	\$200,000,000.00	\$200,000,000.00
	Total Class C:	\$1,700,000,000.00	\$1,700,000,000.00	\$1,700,000,000.00	\$1,700,000,000.00
	Total:	\$15,756,175,000.00	\$15,756,175,000.00	\$15,756,175,000.00	\$15,756,175,000.00

H. Class A Usage of Class B and Class C Subordinated Amounts:

Class A Usage of Class B	Class A Usage of Class C Subordinated Amount	Cumulative Class A Usage of Class B	Cumulative Class A Usage of Class C
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Period  
Amount

Subordinated Amount  
Subordinated Amount

for this Monthly  
Subordinated

for this Monthly  
Period

NOTHING TO REPORT

I. Class B Usage of Class C Subordinated Amounts:  
Class B Usage of Class C Cumulative

Class B  
C  
Amount

Subordinated Amount for Usage of Class  
this Monthly Period Subordinated

NOTHING TO REPORT

J. Nominal Liquidation Amount for Tranches of Notes Outstanding during  
related Monthly Period:

	Beginning Nominal Liquidation Amount Principal for Discount Notes sub-Account in respect of Prefunding Excess Amount	Increases from accretions on from the Principal Funding sub-Account	Increases from amounts withdrawn Funds Amounts	Reimbursements from Available Available Principal Principal Funding	Reductions due to reallocations of Charge-Offs	Reductions due to Investor deposit in the	Reductions due to amounts on Amount	End Liq
Class A								
Class A(2001-1)	\$1,000,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2001-2)	\$500,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2001-3)	\$1,000,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2001-Emerald)	\$4,000,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2001-4)	\$1,000,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2001-5)	\$500,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2002-1)	\$1,000,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2002-2)	\$656,175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2002-3)	\$750,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2002-4)	\$1,000,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2002-5)	\$750,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class A(2002-6)	\$750,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
\$12,906,175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12
Class B								
Class B(2001-1)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class B(2001-2)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class B(2001-3)	\$150,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class B(2002-1)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class B(2002-2)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
\$1,150,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,
Class C								
Class C(2001-1)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2001-2)	\$100,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2001-3)	\$400,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2001-4)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2001-5)	\$150,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2002-1)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2002-2)	\$100,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Class C(2002-3)	\$200,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
\$1,700,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,
Total:	\$15,756,175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.

The Beginning Nominal Liquidation Amount for Class A(2001-Emerald)  
is reported as of the end of the Monthly Period.

K. Excess Available Funds and 3 Month Excess Available Funds:  
Excess Available Funds 92,222,507.91

Is 3 Month Excess Available Funds less than 0 ? (Yes/No) NO

IN WITNESS WHEREOF, the undersigned has duly  
executed and delivered this Monthly Not

AMERICA BANK,  
ASSOCIATION,  
as  
Beneficiary of the MBNA Credit  
Master Note Trust  
and  
as  
Servicer of the MBNA Master  
Card Trust II

Name:  
Christopher Harris  
Title:  
First Vice  
President