

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended: December 31, 2002

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For Transition period \_\_\_\_\_

Commission file number: 333-59424-02

MBNA AMERICA BANK, NATIONAL ASSOCIATION  
on behalf of the  
MBNA CREDIT CARD MASTER NOTE TRUST  
(Exact name of registrant as specified in its charter)

United States of America  
(STATE OR OTHER JURISDICTION  
OF INCORPORATION OR ORGANIZATION)

51-0331-454  
(I.R.S. EMPLOYER  
IDENTIFICATION NO.)

Wilmington, DE. 19884-0781  
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE:  
(800) 362-6255

SECURITIES REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:  
None

SECURITIES REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT:  
None

INDICATE BY CHECK MARK WHETHER THE REGISTRANT HAS (1) FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS) AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS.

Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (ss.229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part II of the Form 10-K or any amendment to this form 10-K.

Indicate by check mark whether the registrant is an accelerated filer (as defined in rule 12b-2 of the Act). Yes  No

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter.

Registrant has no voting stock or class of common stock outstanding as of the date of this report.

Registrant has not been involved in bankruptcy proceedings during the preceding five years.

Registrant is not reporting as a corporate issuer.

Documents incorporated by reference:

No documents are being incorporated by reference

INTRODUCTORY NOTE  
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MBNA America Bank, National Association ("MBNA") is the originator of the MBNA Master Credit Card Trust II and is seller and servicer under the Pooling and Servicing Agreement (the "Agreement"), dated as of August 4, 1994, and the Series 2001-D Supplement (the "2001-D Supplement"), dated as of May 24, 2001, with the Agreement and the 2001-D Supplement providing for the issuance of the Series 2001-D Collateral Certificate (the "Certificate"). MBNA is the originator of the MBNA Credit Card Master Note Trust and is beneficiary under the Indenture (the "Indenture") and the MBNA Series Indenture Supplement (the "Indenture Supplement") each dated as of May 24, 2001, and the Terms Document for:

Class A (2001-1) dated as of May 31, 2001  
Class A (2001-2) dated as of July 26, 2001  
Class A (2001-3) dated as of August 8, 2001  
Class A (2001-4) dated as of September 27, 2001  
Class A (2001-5) dated as of November 8, 2001  
Class A (2002-1) dated as of January 31, 2002  
Class A (2002-3) dated as of April 24, 2002  
Class A (2002-4) dated as of May 9, 2002  
Class A (2002-5) dated as of May 30, 2002  
Class A (2002-6) dated as of June 26, 2002  
Class A (2002-8) dated as of July 31, 2002  
Class A (2002-9) dated as of July 31, 2002  
Class A (2002-10) dated as of September 19, 2002  
Class A (2002-12) dated as of November 19, 2002  
Class A (2002-13) dated as of December 18, 2002  
Class B (2001-1) dated as of May 24, 2001  
Class B (2001-2) dated as of September 6, 2001  
Class B (2002-1) dated as of February 28, 2002  
Class B (2002-2) dated as of June 12, 2002  
Class B (2002-3) dated as of August 29, 2002  
Class B (2002-4) dated as of October 29, 2002  
Class C (2001-1) dated as of May 24, 2001

Class C (2001-3) dated as of July 25, 2001  
Class C (2001-4) dated as of September 6, 2001  
Class C (2001-5) dated as of December 11, 2001  
Class C (2002-1) dated as of February 28, 2002  
Class C (2002-3) dated as of June 12, 2002  
Class C (2002-4) dated as of August 29, 2002  
Class C (2002-5) dated as of August 29, 2002  
Class C (2002-6) dated as of October 29, 2002  
Class C (2002-7) dated as of October 29, 2002

together the ("Terms Documents"), with the Indenture, Indenture Supplement and Terms Documents providing for the issuance of the Class B(2001-1), Class C(2001-1), Class A(2001-1), Class C(2001-3), Class A(2001-2), Class A(2001-3), Class B(2001-2), Class C(2001-4), Class A(2001-4), Class A(2001-5), and Class C(2001-5), Class A(2002-1), Class A(2002-3), Class A(2002-4), Class A(2002-5), Class A(2002-6), Class A(2002-8), Class A(2002-9), Class A(2002-10), Class A(2002-12), Class A(2002-13), Class B(2002-1), Class B(2002-2), Class B(2002-3), Class B(2002-4), Class C(2002-1), Class C(2002-3), Class C(2002-4), Class C(2002-5), Class C(2002-6), Class C(2002-7), Notes (together, the "Notes"). The Certificate and the Notes do not represent obligations of or interests in MBNA. In November 1988, MBNA made application under the Securities Exchange Act of 1934 for an exemption from certain reporting requirements. On December 30, 1988, the staff of the Securities and Exchange Commission's Division of Corporation Finance granted MBNA's exemption request, pursuant to which MBNA is not required to respond to various items of Form 10-K. Such items are designated herein as "Not Applicable".

PART I

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Item 1. Business

- - - - -

Not Applicable

Item 2. Properties

- - - - -

Not Applicable

Item 3. Legal Proceedings

- - - - -

None

Item 4. Submission Of Matters To A Vote Of Security Holders.

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None

PART II

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Item 5. Market For Registrant's Common Equity

- - - - - And Related Stockholder Matters.

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The Certificates representing investors' interests in the Trust are represented by a single Certificate registered in the name of Cede and Co., the nominee of The Depository Trust Company.

Item 6. Selected Financial Data

- - - - -

Not Applicable

Item 7. Management's Discussion and Analysis of Financial Condition and

- - - - - Results of Operations

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Not Applicable

Item 7A. Quantitative and Qualitative Disclosure About Market Risk

- - - - -

Not Applicable

Item 8. Financial Statements and Supplementary Data

- - - - -

Not Applicable

Item 9. Changes In And Disagreements With Accountants On Accounting

- - - - - And Financial Disclosure.

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None

Item 10. Directors and Executive Officers of the Registrant

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Not Applicable

Item 11. Executive Compensation  
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Not Applicable

PART III  
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Item 12. Security Ownership Of Certain Beneficial Owners And Management  
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(a) The Notes of the MBNA series represent investors' interests in the Trust are represented by one or more Notes registered in the name of Cede and Co., the nominee of The Depository Trust Company ("DTC"), and an investor holding an interest in the Trust is not entitled to receive a Note representing such interest except in certain limited circumstances. Accordingly, Cede and Co. is the sole holder of record of Notes, which it held on behalf of brokers, dealers, banks and other direct participants in the DTC system at December 31, 2002. Such direct participants may hold Notes for their own accounts or for the accounts of their customers. At December 31, 2002, the following direct DTC participants held positions in Notes representing interests in the Trust equal to or exceeding 5% of the total principal amount of the Notes of each Series outstanding on that date. The information on DTC participants held positions is provided by DTC.

Title Class	Name	Aggregate Amount of Certificates Held	Percentage Of Ownership
Series 2001-D Class A(2001-1)	Bank of New York (The)	\$ 218,033,000	21.80%
	Boston Safe Deposit and Trust Company	126,356,000	12.64%
	JPMorgan Chase Bank	297,212,000	29.72%
	State Street Bank and Trust Company	81,192,000	8.12%
Class A(2001-2)	Bank of New York (The)	110,000,000	22.00%
	DBTC Americas/Deutsche Bank Frankfurt	180,000,000	36.00%
	JPMorgan Chase Bank	170,000,000	34.00%
Class A(2001-3)	Bank of New York (The)	\$ 79,651,000	7.97%
	The Bank of New York/Barclays Capital-London	50,000,000	5.00%
	Boston Safe Deposit and Trust Company	255,165,000	25.52%
	Brown Brothers Harriman and Co.	53,000,000	5.30%
	Citibank, N.A.	80,249,000	8.02%
	Citibank Dealer - Tax Exempt Operations	59,440,000	5.94%
	JPMorgan Chase Bank	247,000,000	24.70%
	State Street Bank and Trust Company	132,580,000	13.26%
Class A(2001-4)	Bank of New York (The)	\$ 168,805,000	16.88%
	Boston Safe Deposit and Trust Company	190,715,000	19.07%
	Investors Bank and Trust Company	68,815,000	6.88%
	JPMorgan Chase Bank	262,405,000	26.24%
	Merrill Lynch, Pierce, Fenner and Smith Safekeeping	50,000,000	5.00%
	Northern Trust Company (The)	67,390,000	6.74%
	State Street Bank and Trust Company	111,460,000	11.15%
Class A(2001-5)	Citibank, N.A.	\$ 55,000,000	11.00%
	JPMorgan Chase Bank	375,000,000	75.00%
	U.S. Bank N.A.	50,000,000	10.00%
Class A (2002-1)	Bank of New York (The)	\$ 247,775,000	24.78%
	Boston Safe Deposit and Trust Company	100,145,000	10.01%
	JPMorgan Chase Bank	215,750,000	21.58%
	State Street Bank and Trust Company	106,990,000	10.70%
Class A (2002-3)	Bank of New York (The)	\$ 124,650,000	16.62%
	Citibank, N.A.	100,000,000	13.33%
	JPMorgan Chase Bank	459,800,000	61.31%
Class A (2002-4)	Bank of New York (The)	\$ 240,000,000	24.00%
	Boston Safe Deposit and Trust Company	165,655,000	16.57%
	Citibank, N.A.	70,000,000	7.00%
	Deutsche Bank Trust Company Americas	75,110,000	7.51%
	JPMorgan Chase Bank	190,000,000	19.00%
	State Street Bank and Trust Company	101,060,000	10.11%
Class A (2002-5)	Bank of New York (The)	\$ 44,500,000	5.93%
	Citibank, N.A.	105,000,000	14.00%
	HSBC Bank and Trust Company (Delaware), N.A.	40,000,000	5.33%
	JPMorgan Chase Bank	178,250,000	23.77%
	JPMorgan Chase Bank/CCS2	70,000,000	9.33%
	State Street Bank and Trust Company	68,350,000	9.11%
	U.S. Bank N.A.	132,000,000	17.60%
	Wells Fargo Bank Minnesota, N.A.	65,000,000	8.67%
Class A (2002-6)	Boston Safe Deposit and Trust Company	\$ 216,956,000	28.93%
	JPMorgan Chase Bank	222,624,000	29.68%
	Northern Trust Company (The)	43,990,000	5.87%
	State Street Bank and Trust Company	102,460,000	13.66%

Class A (2002-8)	Bank of New York (The)	\$ 195,000,000	48.75%
	JPMorgan Chase Bank	114,000,000	28.50%
	JPMorgan Chase Bank/CCS2	25,000,000	6.25%
	Wells Fargo Bank Minnesota, N.A.	50,000,000	12.50%
Class A (2002-9)	Bank of New York (The)	\$ 79,000,000	11.29%
	Boston Safe Deposit and Trust Company	35,000,000	5.00%
	JPMorgan Chase Bank	215,000,000	30.71%
	State Street Bank and Trust Company	360,000,000	51.43%
Class A(2002-10)	Bank of New York (The)	\$ 177,000,000	17.70%
	Citibank Dealer - Tax Exempt Operations	100,000,000	10.00%
	JPMorgan Chase Bank	223,000,000	22.30%
	State Street Bank and Trust Company	189,000,000	18.90%
	U.S. Bank N.A.	180,000,000	18.00%
Class A(2002-12)	Bank of New York (The)	\$ 331,830,000	22.12%
	Boston Safe Deposit and Trust Company	350,490,000	23.37%
	Citibank Dealer - Tax Exempt Operations	100,000,000	6.67%
	JPMorgan Chase Bank	199,295,000	13.29%
	State Street Bank and Trust Company	365,240,000	24.35%
	UBS AG	120,000,000	8.00%
Class A(2002-13)	Boston Safe Deposit and Trust Company	\$ 100,000,000	20.00%
	Citibank Dealer - Tax Exempt Operations	300,000,000	60.00%
	Wachovia Bank N.A. - Phila. Main	27,500,000	5.50%
Class B(2001-1)	Bank of New York (The)	\$ 51,150,000	20.46%
	Boston Safe Deposit and Trust Company	65,250,000	26.10%
	Bank of Tokyo-Mitsubishi Trust Company	15,000,000	6.00%
	JPMorgan Chase Bank	60,000,000	24.00%
	State Street Bank and Trust Company	51,750,000	20.70%
Class B(2001-2)	Bank of New York (The)	\$ 70,000,000	28.00%
	Boston Safe Deposit and Trust Company	75,000,000	30.00%
	State Street Bank and Trust Company	90,000,000	36.00%
Class B(2002-1)	Bank of New York (The)	\$ 22,200,000	8.88%
	Boston Safe Deposit and Trust Company	79,400,000	31.76%
	Citibank, N.A.	15,000,000	6.00%
	Deutsche Bank Trust Company Americas	70,420,000	28.17%
	JPMorgan Chase Bank	42,000,000	16.80%
Class B(2002-2)	Boston Safe Deposit and Trust Company	\$ 27,282,000	10.91%
	Deutsche Bank Trust Company Americas	15,921,000	6.37%
	JPMorgan Chase Bank	12,675,000	5.07%
	Merrill Lynch,Pierce,Fenner and Smith Safekeeping	67,834,000	27.13%
	State Street Bank and Trust Company	109,810,000	43.92%
Class B(2002-3)	Barclays Global Investors N.A./Investors Bank and Trust	\$ 150,000,000	60.00%
	Bank of Tokyo-Mitsubishi Trust Company	75,000,000	30.00%
	JPMorgan Chase Bank	15,000,000	6.00%
Class B(2002-4)	Bank of Tokyo-Mitsubishi Trust Company	\$ 150,000,000	75.00%
	Investors Bank and Trust Company	25,000,000	12.50%
	JPMorgan Chase Bank	24,800,000	12.40%
Class C(2001-1)	Boston Safe Deposit and Trust Company	\$45,000,000	18.00%
	Bank of Tokyo-Mitsubishi Trust Company	47,500,000	19.00%
	Deutsche Bank Trust Company Americas	15,000,000	6.00%
	JPMorgan Chase Bank	71,500,000	28.60%
	State Street Bank and Trust Company	41,635,000	16.65%
Class C(2001-3)	Bank One Trust Company N.A./Public Employee Retirement	\$ 30,325,000	7.58%
	Boston Safe Deposit and Trust Company	56,870,000	14.22%
	Bank of Tokyo-Mitsubishi Trust Company	50,000,000	12.50%
	JPMorgan Chase Bank	31,580,000	7.90%
	Northern Trust Company (The)	24,400,000	6.10%
	State Street Bank and Trust Company	110,647,000	27.66%
	Wachovia Securities, Inc.	38,925,000	9.73%
Class C(2001-4)	Deutsche Bank Trust Company Americas	\$ 200,000,000	80.00%
	JPMorgan Chase Bank	15,000,000	6.00%
	Sumitomo Trust and Banking CO. (U.S.A.)	20,000,000	8.00%
Class C(2001-5)	Bank of New York (The)	\$ 25,700,000	17.13%
	Deutsche Bank Trust Company Americas	80,750,000	53.83%
	JPMorgan Chase Bank	10,000,000	6.67%
	Lasalle Bank National Association	10,000,000	6.67%
	State Street Bank and Trust Company	10,225,000	6.82%
	Sumitomo Trust and Banking CO. (U.S.A.)	10,000,000	6.67%
Class C(2002-1)	Bank of New York (The)	\$ 31,385,000	12.55%
	Boston Safe Deposit and Trust Company	37,013,000	14.81%
	Citibank, N.A.	20,000,000	8.00%
	Deutsche Bank Trust Company Americas	39,310,000	15.72%
	JPMorgan Chase Bank	55,825,000	22.33%
	State Street Bank and Trust Company	32,760,000	13.10%
Class C(2002-3)	Bank of New York (The)	\$ 12,000,000	6.00%
	Citibank, N.A.	35,000,000	17.50%
	JPMorgan Chase Bank	22,500,000	11.25%
	Salomon Smith Barney Inc./Salomon Bros.	10,000,000	5.00%
	UBS Warburg LLC/CMO	90,000,000	45.00%
	Wells Fargo Bank Minnesota, N.A.	10,000,000	5.00%

Class C(2002-4)	DBTC Americas/Dealer Clearance	\$ 15,000,000	15.00%
	JPMorgan Chase Bank	80,000,000	80.00%
	Sumitomo Trust and Banking CO. (U.S.A.)	5,000,000	5.00%
Class C(2002-5)	Boston Safe Deposit and Trust Company	\$ 5,000,000	5.00%
	Deutsche Bank Trust Company Americas	20,000,000	20.00%
	Goldman, Sachs and Co.	34,000,000	34.00%
	JPMorgan Chase Bank	10,000,000	10.00%
	State Street Bank and Trust Company	26,382,000	26.38%
Class C(2002-6)	Bank of New York (The)	\$ 3,000,000	6.00%
	The Bank of New York/ Telebank	5,000,000	10.00%
	Credit Suisse First Boston LLC	5,000,000	10.00%
	Deutsche Bank Trust Company Americas	5,000,000	10.00%
	Deutsche Bank Securities Inc.	4,000,000	8.00%
	JPMorgan Chase Bank	20,000,000	40.00%
	Lasalle Bank National Association	3,000,000	6.00%
	Wachovia Bank N.A.	4,000,000	8.00%
Class C(2002-7)	Bank of New York (The)	\$ 9,750,000	19.50%
	JPMorgan Chase Bank	17,000,000	34.00%
	Lasalle Bank National Association	4,000,000	8.00%
	LBI - Lehman Government Securities Inc. (LBI)	13,000,000	26.00%
	State Street Bank and Trust Company	5,000,000	10.00%

The address of each of the above participants is:

C/O The Depository Trust Company  
55 Water Street  
New York, NY 10041

(b) Not Applicable

(c) Not Applicable

Item 13. Certain Relationships and Related Transactions

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None

Item 14. Controls and Procedures

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Not Applicable

PART IV  
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Item 15. Exhibits, Financial Statement Schedules, And Reports On Form 8-K

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(a) The following documents are filed as part of this Report:

3. Exhibits:

3.1 MBNA America Bank, N.A. Composite Articles of Association as amended through November 6, 2002.

3.2 MBNA America Bank, N.A. Composite Bylaws as amended through May 30, 2002.

99.01 Annual Accountant's reports each dated August 15, 2002 with respect to MBNA Master Credit Card Trust II and the MBNA Credit Card Master Note Trust MBNA Series

Class B(2001-1), Class C(2001-1), Class A(2001-1), Class C(2001-3), Class A(2001-2), Class A(2001-3), Class B(2001-2), Class C(2001-4), Class A(2001-4), Class A(2001-5), Class C(2001-5), Class A(2002-1), Class A(2002-3), Class A(2002-4), Class A(2002-5), Class A(2002-6), Class B(2002-1), Class B(2002-2), Class C(2002-1), and Class C(2002-3).

The Annual Accountant's reports with respect to the MBNA Master Credit Card Trust II and the MBNA Credit Card Master Note Trust MBNA Series

Class A(2002-8), Class A(2002-9), Class A(2002-10), Class A(2002-12), Class A(2002-13), Class B(2002-3), Class B(2002-4), Class C(2002-4), Class C(2002-5), Class C(2002-6), and Class C(2002-7) is not required until August 31, 2003.

99.02 Annual Servicer's Certificate dated August 15, 2002 with respect to the MBNA Master Credit Card Trust II and the MBNA Credit Card Master Note Trust MBNA Series

Class B(2001-1), Class C(2001-1), Class A(2001-1), Class C(2001-3), Class A(2001-2), Class A(2001-3), Class B(2001-2), Class C(2001-4), Class A(2001-4), Class A(2001-5), Class C(2001-5), Class A(2002-1), Class A(2002-3), Class A(2002-4), Class A(2002-5), Class A(2002-6), Class B(2002-1), Class B(2002-2), Class C(2002-1), and Class C(2002-3).

The Annual Servicer's Certificate with respect to the MBNA Master Trust II and the MBNA Credit Card Note Trust MBNA Series Class A(2002-8), Class A(2002-9), Class A(2002-10), Class A(2002-12), Class A(2002-13), Class B(2002-3), Class B(2002-4), Class C(2002-4), Class C(2002-5), Class C(2002-6), and Class C(2002-7) is not required until August 31, 2003.

(b) Three reports on Form 8-K were filed by the registrant for each month during the quarter ended December 31, 2002. These reports filed on October 18, 2002, November 19, 2002, and December 17, 2002 included the following:

Item 5. Other Events

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits

(c) See item 15(a) (3) above.

SIGNATURES  
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Pursuant to the requirements of Section 13 or 15(d) 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.

MBNA Credit Card Master Note Trust (Registrant)  
By: MBNA America Bank, National Association  
As Servicer

Date: March 31, 2002

By: /s/Douglas O. Hart  
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Douglas O. Hart  
Senior Executive Vice President

Certification

I, Douglas O. Hart, certify that:

1. I have reviewed this annual report on Form 10-K, and all reports on Form 8-K containing distribution or servicing reports filed in respect of periods included in the year covered by this annual report, of the MBNA Credit Card Master Note Trust;
2. Based on my knowledge, the information in these reports, taken as a whole, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading as of the last day of the period covered by this annual report;
3. Based on my knowledge, the distribution or servicing information required to be provided to the trustee by the servicer under the pooling and servicing, or similar, agreement, for inclusion in these reports is included in these reports;
4. I am responsible for reviewing the activities performed by the servicer under the pooling and servicing, or similar, agreement, and based upon my knowledge and the annual compliance review required under that agreement, and except as disclosed in the reports, the servicer has fulfilled its obligations under that agreement; and
5. The reports disclose all significant deficiencies relating to the servicer's compliance with the minimum servicing standards based upon the report provided by an independent public accountant, after conducting a review in compliance with the Uniform Single Attestation Program for Mortgage Bankers or similar procedure, as set forth in the pooling and servicing, or similar, agreement, that is included in these reports.

Date: March 31, 2003

/s/ Douglas O. Hart  
Douglas O. Hart  
Senior Executive Vice President

Ex 3.1  
MBNA AMERICA BANK, NATIONAL ASSOCIATION  
Composite Articles of Association  
(As amended through November 6, 2002)

FIRST. The title of this Association shall be MBNA America Bank, National Association. (As amended 1/30/91)

SECOND. The Main Office of the Association shall be in Wilmington, county of New Castle, state of Delaware. (As amended June 16, 1995)

The general business of the Association shall be conducted at its main office and its legally established branches.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of the shareholders at any annual or special meeting thereof. The Board of Directors may increase the number of Directors by up to two directors when the number last elected by shareholders was fifteen (15) or fewer and by up to four (4) Directors when the number last elected by shareholders was sixteen (16) or more. Any vacancy in the Board of Directors may be filled by action of the Board of Directors. A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at any Directors' meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

Each Director shall own common or preferred stock of the Association or of a bank holding company controlling the Association with an aggregate par, fair market or equity value of not less than \$1,000 as of either (i) the date purchased or (ii) the date the person became a Director, whichever is greater. Any combination of common or preferred stock of the Association or holding company may be used. (As amended 4/22/96)

FOURTH. There shall be an annual meeting of the shareholders the purpose of which shall be the election of Directors and the transaction of whatever other business may be brought before said meeting. It shall be held at the main office or other convenient place as the Board of Directors may designate, on the day of each year specified therefor in the Bylaws, but if no election is held on that day, it may be held on any subsequent day according to such lawful rules as may be prescribed by the Board of Directors. Any action required or permitted to be taken at any meeting of shareholders (including any annual meeting) may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the shareholders entitled to vote on the subject matter thereof and any other shareholders entitled to notice of a meeting of shareholders (but not to Vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

FIFTH. The amount of authorized capital stock of this association shall be \$1,200,000,000 divided into 12,000,000 shares of common stock, par value per share of \$100, but the capital stock may be increased or decreased from time to time in accordance with the provisions of the laws of the United States. (As amended 11/06/02)

If the capital stock is increased by the sale of additional shares thereof, each shareholder shall be entitled to subscribe for such additional shares in proportion to the number of shares of said capital stock owned by him at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders meeting is specified in a resolution by the shareholders at the time the increase is authorized. The Board of Directors shall have the power to prescribe a reasonable period of time within which the preemptive rights to subscribe to the new shares of capital stock must be exercised.

If the capital stock is increased by a stock dividend, each shareholder shall be entitled to his proportionate amount of such increase in accordance with the number of shares of capital stock owned by him at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders' meeting is specified in a resolution adopted by the shareholders at the time the increase is authorized.

The Association at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

SIXTH. The Board of Directors shall appoint one of its members as President, may appoint one of its members as Chairman and may appoint one or more members of its members Vice Chairman. The Board of Directors may appoint one or more Vice Presidents (including Senior Executive Vice Presidents, Executive Vice Presidents, Senior Vice Presidents), and such other officers and employees as it may deem appropriate. The Board of Directors may authorize the President, the Chairman of the Bank or any Vice Chairman to appoint subordinate officers." (as amended July 11, 1995)

The Board of Directors shall have the power to define the duties of the officers and employees of the Association; to fix the salaries to be paid to them; to dismiss them; to require bonds from them and to fix the penalty thereof; to regulate the manner in which any increase of the capital of the Association shall be made; to manage and administer the business and affairs of the Association; to make all Bylaws that it may be lawful for them to make; and generally to do and perform all acts that it may be legal for a Board of Directors to do and perform.

SEVENTH. The Board of Directors shall have the power to change the location of the main office to any other place within the limits of Wilmington, Delaware without the approval of the shareholders but subject to the approval of the Comptroller of the Currency; and shall have the power to establish or change the location of any branch or branches of this Association to any other location, without the approval of the shareholders but subject to the approval of the Comptroller of the Currency. (as amended 6/19/96)

EIGHTH. The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

NINTH. The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than ten percent (10%) of the stock of this Association, may call a special meeting of the shareholders at any time. Unless otherwise provided by the laws of the United States, a notice of the time, place and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at this address as last shown upon the books of this Association.

TENTH. (a) To the fullest extent that limitations on the liability of directors and officers are permitted by the Maryland General Corporation Law, no director or officer of the Association shall have any liability to the Association or its stockholders for damages. This limitation on liability applies to events occurring at the time a person serves as a director or officer of the Association whether or not such person is a director or officer at the time of any proceeding in which liability is asserted.

(b) To the fullest extent permitted by the Maryland General Corporation Law, the Association shall indemnify and advance expenses to its currently acting and its former directors. The Association shall indemnify and advance expenses to its officers to the same extent as its directors, and may do so to such further extent as is consistent with law. The Board of Directors may by bylaws, resolution or agreement make further provision for indemnification of directors, officers, employees and agents to the fullest extent permitted by the Maryland General Corporation Law.

(c) The provisions of this Article shall be subject to all requirements of federal law and regulations issued by federal banking authorities in respect of such laws.

(d) The Association may purchase insurance for the purpose of indemnifying its directors and officers to the extent that such indemnification is permitted by the preceding paragraphs and not prohibited by federal banking laws and regulations.

(e) References to the Maryland General Corporation Law, federal law, or federal banking laws and regulations (collectively "Laws") in this Article are to the Laws as from time to time amended. No amendment to the charter of the Association shall affect any right of any person under this Article based on any event, omission or preceding prior to the amendment. (As amended 4/23/91)

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders for which adequate notice has been given by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a



greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.

Filed: 1/22/91

Adopted: 1/22/91

Amended: 1/23/91

1/30/91

4/23/91

6/30/92

7/11/95

6/16/95

4/22/96

6/19/96

6/30/98

11/30/01

12/19/01

05/01/02

11/06/02

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#### MEETINGS OF SHAREHOLDERS

SECTION 1. The regular annual meeting of the shareholders of this Association, for the election of directors and for the transaction of such other business as properly may come before the meeting, shall be held at its Main Office in Wilmington, Delaware, or any other convenient place duly authorized by the Board of Directors, in April each year, in accordance with the provisions of its Articles of Association and the laws of the United States; but if no such election is held on that day, it may be held at any regular adjournment of the meeting or at a subsequent special meeting. The holders of a majority of the outstanding shares entitled to vote, and represented at any meeting of the shareholders, may choose persons to act as chairman and as secretary of the meeting. (As amended 6/16/95)

The Board of Directors of the Association, or any three or more shareholders owning, in the aggregate, not less than ten per centum (10%) of the stock of the Association, may call a special meeting of shareholders at any time. Notice of the time and place of every regular annual meeting, and of the time, place and purpose of every special meeting of the shareholders shall be given by firstclass mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the books of the Association. The Board of Directors may fix a record date subsequent to the date on which such action is taken by the Board of Directors, not less than 10 days and not more than 30 days prior to any regular or special meeting of shareholders, to determine from the stock records of the Bank at the close of business on said date the shareholders entitled to notice of and to vote at such meeting. The business transacted at a special meeting of the shareholders shall be limited to that specified in the notice of the meeting.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any holder of outstanding capital stock of the Association entitled to vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of the bank, shall be made in writing and shall be delivered or mailed to the President of the Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors, provided, however, that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be so mailed or delivered to the President and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which notice of meeting was mailed. Nominations not made in accordance herewith may, in his discretion, be disregarded by the Chairman of the meeting, and upon his instructions, the vote tellers may disregard all votes cast for each such nominee.

SECTION 2. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of the Association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and shall be filed with the records of such meeting.

In deciding on questions at meetings of shareholders each shareholder shall be entitled to one vote for each share of stock held. A majority of votes cast shall decide each matter submitted to the shareholders at the meeting except in cases where by law a larger vote is required. In all elections of directors, each shareholder shall have the right to vote the number of shares owned by him for as many persons as there are directors to be elected.

With respect to every meeting of the shareholders, a record showing the names of the shareholders present and the number of shares of stock held by each, the names of shareholders represented by proxy and the number of shares held by each, and the names of the proxies, shall be made. This record also shall show the number of shares voted on each action taken, including the number of shares voted for each candidate for director. This record shall be included in the minute book of the Association. After each meeting of the shareholders, there shall be forwarded to the Comptroller of the Currency a report thereof, in the form prescribed by the Comptroller of the Currency.

SECTION 3. At any meeting of shareholders the presence, in person or by proxy, of the holders of a majority of the shares of stock of the Association shall constitute a quorum. In the absence of a quorum, the

shareholders present in person or by proxy at any meeting, or adjournment thereof, may, by vote of a majority of the shares so present, adjourn the meeting from time to time, but not for a period of over thirty (30) days at any one time, by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 4. Any action required or permitted to be taken at any meeting of shareholders (including any annual meeting) may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the shareholders entitled to vote on the subject matter thereof and any other shareholders entitled to notice of a meeting of shareholders (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

#### DIRECTORS

SECTION 5. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five shareholders. At any meeting of the shareholders held for the purpose of electing directors the number of directors may be determined by a majority of the vote cast by the shareholders in person or by proxy.

The directors shall hold office for one year and until their successors are elected and have qualified.

Each person elected or appointed a director must take the oath of such office in the form prescribed by the Comptroller of the Currency. No person elected or appointed a director shall exercise the functions of such office until he has taken such oath and signed such prescribed form, which form shall be transmitted promptly to the Comptroller of the Currency.

Any vacancies occurring in the Board of Directors shall be filled by appointment by the remaining directors, and any director so appointed shall hold office until the next election.

Following the annual meeting of the shareholders, the Chairman, or the Secretary of the meeting shall notify promptly the directors-elect of their election, and they shall meet promptly for the purpose of taking their oaths, organizing the new Board, appointing officers and fixing salaries for the ensuing year, and for transacting such other business as may properly come before the meeting.

The Board of Directors may meet at stated times or otherwise in its discretion and shall meet at any time upon call of its Chairman, its Vice Chairman, the President or any three members of the Board.

Each member of the Board of Directors shall be given notice at least one day before such meeting, by telephone, telegram, letter, or in person, stating the time and place of each such special meeting, excepting the organization meeting following the election of directors. The Board may take action by unanimous consent as provided in Section 7 of these Bylaws.

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. If, at the time fixed for the meeting, including the organization meeting following the election of directors, a quorum is not present, the directors in attendance may adjourn the meeting from time to time until a quorum is obtained.

A majority of those directors present and voting at any meeting of the Board of Directors shall decide each matter considered. A director cannot vote by proxy, or otherwise act by proxy at a meeting of the Board of Directors.

SECTION 6. The Board of Directors may fix the fees for attendance to be paid to directors and to members of any committee who are not salaried officers or employees of the Association.

SECTION 7. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

#### COMMITTEES

SECTION 8. Executive Committee. The Board of Directors may appoint an Executive Committee comprised of one or more directors of the Association. If it appoints an Executive Committee, the Board of Directors shall appoint its members, all of whom shall serve at the

pleasure of the Board of Directors. The Chairman of the Board shall be the Chairman of the Executive Committee, unless the Board of Directors appoints another director as Chairman. Except as otherwise determined by the Board of Directors, the Executive Committee shall have power between meetings of the Board of Directors to exercise any or all of the powers of the Board of Directors, to the extent permitted by law, in the management of the business and affairs of the Association. The Executive Committee shall report its actions to the Board of Directors not later than the next regular meeting of the Board of Directors. Meetings of the Executive Committee may be called by its Chairman. A majority of the members of the Executive Committee shall constitute a quorum. (as amended July 13, 1994)

SECTION 9. Treasury and Loan Committee. The Board of Directors may appoint a Treasury and Loan Committee. If it appoints a Treasury and Loan Committee, the Board of Directors shall appoint the members of the Treasury and Loan Committee, all of whom shall serve at the pleasure of the Board of Directors, shall designate one of the members as Chairman, and shall specify the power and duties of the Treasury and Loan Committee. Any director or officer may be appointed a member of the Treasury and Loan Committee and may attend meetings, but only members who are directors shall be entitled to vote at meetings. The Treasury and Loan Committee shall report its actions to the Board of Directors not later than the next regular meeting of the Board of Directors. Meetings of the Treasury and Loan Committee may be called by its Chairman. A majority of the members of the Treasury and Loan Committee shall constitute a quorum. (as amended July 13, 1994)

SECTION 10. Other Committees. The Board of Directors may establish other committees having such powers and duties as it may determine. (as amended July 13, 1994)

#### OFFICERS

SECTION 11. The Board of Directors shall appoint from among its members a Chairman and Chief Executive Officer and a President and Chief Operating Officer, and shall appoint a Cashier or Secretary, and may discharge any such officers and appoint others to take their places. The Chairman and Chief Executive Officer and the President and Chief Operating Officer may appoint any other officers and employees and may dismiss them and appoint others to take their place. Any person may hold more than one office. An officer may, but need not be a director, except for the Chairman and Chief Executive Officer and the President and Chief Operating Officer, who shall be directors.

The Chairman and Chief Executive Officer shall preside at all meetings of the Board of Directors and stockholders and shall have such other duties and powers as are provided in these Bylaws and as from time to time may be assigned to him by the Board of Directors.

The President and Chief Operating Officer shall have such duties and powers as are provided in these Bylaws and as may be assigned from time to time to him by the Board of Directors or the Chairman and Chief Executive Officer. In the absence of the Chairman and Chief Executive Officer, the President and Chief Operating Officer shall perform the duties and exercise the powers of the Chairman and Chief Executive Officer.

The Chairman and Chief Executive Officer and the President and Chief Operating Officer shall have general charge and supervision of the policies and affairs of the Association and shall have such other duties and powers as may pertain to the their offices by law, regulation or practice.

The Cashier or Secretary shall keep accurate records of all meetings of the Board of Directors and the committees thereof, shall maintain and preserve the organization papers of the Association, the Articles of Association, the Bylaws, and the proceedings of regular and special meetings of the shareholders, the Board of Directors and any committees of the Board of Directors; shall be responsible for the custody of the seal of the Association, and shall be responsible for such other duties as may be assigned to him from time to time by the Board of Directors, the Chairman and Chief Executive Officer or the President and Chief Operating Officer, and as may pertain to the office of Cashier or Secretary by law, regulation or practice. The Chairman and Chief Executive Officer and the President and Chief Operating Officer may appoint one or more Assistant Cashiers or Assistant Secretaries who may, in the absence of the Cashier or Secretary, perform the duties of the Cashier or Secretary.

The officers appointed by Chairman and Chief Executive Officer and the President and Chief Operating Officer shall perform such duties and have such powers as may be assigned to them by the Chairman and Chief Executive Officer or the President and Chief Operating Officer.

All officers shall hold office for the current year for which the Board was elected, unless they shall resign, become disqualified, or be dismissed. Any vacancy occurring in the office of the Chairman and Chief Executive Officer or President and Chief Operating Officer shall be filled promptly by the Board of Directors.

Salaries and other compensation to be paid to the Chairman and Chief Executive Officer and the President and Chief Operating Officer shall be determined by the Board of Directors or a committee thereof. Unless otherwise determined by the Board of Directors or a committee thereof, salaries and compensation of other officers and employees shall be determined by the Chairman and Chief Executive Officer and the President and Chief Operating Officer.

Each officer and employee of the Association shall be bonded in an amount and with surety satisfactory to the Board of Directors, conditioned for the honest and faithful performance of the duties of such officer or employee. Such bonds may be in schedule or blanket form, and the premiums shall be paid by the Association. The amount of such bonds, the form of coverage, and the company or companies providing the surety therefor, shall be approved by the Board of Directors at least annually.

An officer may resign at any time by delivering notice to the Cashier or Secretary. A resignation is effective when given unless the resignation specifies a later effective date.

The Chairman and Chief Executive Officer and the President and Chief Operating Officer may dismiss any officer or employee at any time. The Chairman and Chief Executive Officer and the President and Chief Operating Officer may be dismissed only by the Board of Directors. (as amended May 30, 2002)

#### STOCK

SECTION 12. The capital stock of the Association shall be assignable and transferable only on the books of the Association. A stock record shall be maintained in which all assignments and transfers of stock shall be made.

Certificates of stock, signed manually by or bearing the printed or lithographed signature of the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, the President, a Vice President, or an Assistant Vice President, and countersigned manually by the Cashier or an Assistant Cashier, or by any other officer, shall be issued to shareholders. When stock is transferred the certificate shall be returned to the Association and new certificates issued. The returned certificates shall be cancelled and preserved for record purposes. Certificates of stock shall meet the requirements of Section 5139 of the Revised Statutes and shall state upon the face thereof that the stock is transferable only upon the books of the Association. New certificates for shares of stock destroyed or lost may be issued upon satisfactory proof of such loss or destruction, and upon giving bond satisfactory in form and with satisfactory surety indemnifying the Association against loss or liability and subject to such other requirements as may be prescribed by the Board of Directors.

#### CONTRACTS AND OTHER INSTRUMENTS

SECTION 13. The Board of Directors may from time to time determine by resolution what officers or combinations thereof, employees or combinations thereof, or combinations of officers and employees shall be authorized to sign contracts, checks, drafts, deeds, conveyances, assignments, leases, releases, bills of sale and other instruments.

#### BANKING HOURS

SECTION 14. The offices of the Association and Departments thereof shall be open for business during hours as fixed from time to time by the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, or the President.

#### SEAL

SECTION 15. The corporate seal of the Association shall consist of a circular die around the margin of which shall be the words "MBNA America Bank, National Association" and in the center of which is the date "1991". (As amended 1/30/91)

#### EMERGENCIES

SECTION 16. During the period of an emergency declared by the President of the United States, or the person performing his functions, of a nature and sufficient severity to prevent the conduct and

management of the affairs and business of the Association by its directors, officers and committees in the manner contemplated by these Bylaws (other than this Section) any three or more available members of the Board of Directors shall constitute a quorum of the Board of Directors for the full conduct and management of the affairs and business of the Association. Other provisions of the Bylaws or resolutions contrary to or inconsistent with the provisions hereof shall be suspended until it shall be determined by said interim Board of Directors that it shall be to the advantage of the Association to resume the conduct and management of its affairs and business under all the other provisions of the Bylaws and Resolutions. If during any such emergency any authorized place of business of the Association shall be unable to function, all or part of the business ordinarily conducted at such location may be relocated elsewhere in suitable quarters as may be designated by the said interim Board of Directors, or by such persons as are then conducting the affairs of the Association. Any such temporarily relocated place of business of the Association shall be returned to its legally authorized location as soon as practicable.

#### INDEMNIFICATION

SECTION 17. The Association shall indemnify its directors to the fullest extent that indemnification of directors is permitted by the Maryland General Corporation Law. The Association shall indemnify its officers to the same extent as its directors and to such further extent as is consistent with law. The Association shall indemnify its directors and officers who, while serving as directors or officers of the Association, also serve at the request of the Association as a director, officer, partner, trustee, employee, agent or fiduciary of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan to the fullest extent consistent with law. The indemnification and other rights provided by this Section shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any director or officer seeking indemnification within the scope of this Section shall be entitled to advances from the Association for payment of the reasonable expenses incurred by him in connection with the matter as to which he is seeking indemnification in the manner and to the fullest extent permissible under the Maryland General Corporation Law.

The Board of Directors may make further provision consistent with law for indemnification and advance of expenses to directors, officers, employees and agents by resolution, agreement or otherwise. The indemnification provided by this Section shall not be deemed exclusive of any other right, with respect to indemnification or otherwise, to which those seeking indemnification may be entitled under any insurance or other agreement or resolution of stockholders or disinterested directors or otherwise.

The provisions of this Section shall be subject to all requirements of federal law and regulations issued by federal banking authorities in respect of such laws.

References to the Maryland General Corporation Law, federal law, or federal banking law and regulations (collectively "Laws") in this Section are to the Laws as from time to time amended. No amendment of these Bylaws shall affect any right of any person under this Section based on any event, omission or proceeding prior to the amendment. (As amended by adding this new Section 17 and renumbering existing Section 17 as Section 18 4/23/91)

#### AMENDMENT OF BYLAWS

SECTION 18. The corporate governance procedures of the Association shall, to the extent not inconsistent with federal laws and regulations or safe and sound banking practices, be governed by and construed in accordance with the laws of the State of Maryland. (As amended by adding this new Section 18 and renumbering existing Section 18 as Section 19 4/22/96)

SECTION 19. These Bylaws may be amended or added to by the Board of Directors at any regular meeting of the Board, or at any special meeting of the Board called for the purpose, or by unanimous consent of the Board as provided herein.

Report of Independent Accountants  
on Applying Agreed-Upon Procedures

MBNA America Bank, N.A.  
1100 North King Street  
Wilmington, Delaware 19801

and

The Bank of New York  
101 Barclay Street  
New York, New York 10286

MBNA Credit Card Master Note Trust  
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We have performed the procedures enumerated below, which were agreed to by MBNA America Bank, N.A. ("MBNA") and The Bank of New York, solely to assist you with respect to the amounts in the "mathematical calculations" set forth in the monthly exhibits of the MBNA Credit Card Master Note Trust ("Note Trust"), prepared by MBNA pursuant to subsections 907 and 908 of the Indenture dated as of May 24, 2001, between MBNA Credit Card Master Note Trust and The Bank of New York, for the period July 1, 2001 through June 30, 2002. MBNA is responsible for the monthly exhibits and related financial records. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and the associated findings are as follows: We compared the amounts in the "mathematical calculations" set forth in the monthly exhibits of the Note Trust for the months of December 2001, February 2002 and June 2002, prepared by MBNA pursuant to subsections 907 and 908 of the Indenture, with reports prepared by MBNA's bank card processor or MBNA, which were the source of such amounts. The monthly exhibits subject to these procedures included the following: Exhibit A of the Indenture (Payment Instruction), Exhibit B of the Indenture (Monthly Noteholders' Statement), Exhibit B of the Indenture Supplement (MBNAseries Schedule to Payment Instructions), and Exhibit C of the Indenture Supplement (MBNAseries Schedule to Monthly Noteholders' Statement). As a result of the procedures performed we noted that in all instances the amounts in the "mathematical calculations" set forth in the monthly exhibits of the Note Trust were in agreement with reports prepared by MBNA's bank card processor or MBNA.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the amounts set forth in the monthly exhibits of the Note Trust prepared by MBNA pursuant to subsections 907 and 908 of the Indenture or on the reports prepared by MBNA's bank card processor or MBNA. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified parties listed above and is not intended to be and should not be used by anyone other than these specified parties.

/s/ Ernst and Young

August 15, 2002

Report of Independent Accountants  
on Applying Agreed-Upon Procedures

MBNA America Bank, N.A.  
1100 North King Street  
Wilmington, Delaware 19801

and

The Bank of New York  
101 Barclay Street  
New York, New York 10286

MBNA Master Credit Card Trust II  
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We have performed the procedures enumerated below, which were agreed to by MBNA America Bank, N.A. ("MBNA") and The Bank of New York, solely to assist you with respect to the amounts in the "mathematical calculations" set forth in the monthly certificates for each series (as specified in Attachment A) in the MBNA Master Credit Card Trust II ("Trust"), prepared by MBNA pursuant to subsection 3.04(b) of the Pooling and Servicing Agreement dated as of August 4, 1994, as amended ("Agreement") between MBNA and The Bank of New York, during the periods specified in Attachment A. MBNA is responsible for the monthly certificates and related financial records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and the associated findings are as follows: We compared the amounts in the "mathematical calculations" set forth in the monthly certificates for each series in the Trust, for the months specified in Attachment A, prepared by MBNA pursuant to subsection 3.04(b) of the Agreement with reports prepared by MBNA's bank card processor or MBNA, which were the source of such amounts. As a result of the procedures performed we noted that in all instances the amounts in the "mathematical calculations" set forth in the monthly certificates for each series in the Trust, for the months specified in Attachment A, were in agreement with reports prepared by MBNA's bank card processor or MBNA.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the amounts in the "mathematical calculations" set forth in the monthly certificates for each series in the Trust, prepared by MBNA pursuant to subsection 3.04(b) of the Agreement or on the reports prepared by MBNA's bank card processor or MBNA. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified parties listed above and is not intended to be and should not be used by anyone other than these specified parties.

/s/ Ernst and Young LLP

August 15, 2002

Attachment A

Series	Pooling and Servicing Agreement Supplement Date	Monthly Certificates Tested
1994 - C1	October 26, 1994, as amended	
1994 - E	December 15, 1994, as amended	December 2001, February and June 2002
1995 - A	March 22, 1995, as amended	December 2001, February and June 2002
1995 - C	June 29, 1995, as amended	December 2001, February and June 2002
1995 - E	August 2, 1995, as amended	December 2001, February and June 2002
1995 - G	September 27, 1995, as amended	December 2001, February and June 2002
1995 - J	November 21, 1995, as amended	December 2001, February and June 2002
1996 - A	February 28, 1996, as amended	December 2001, February and June 2002
1996 - B	March 26, 1996	December 2001, February and June 2002
1996 - E	May 21, 1996	December 2001, February and June 2002
1996 - F	June 25, 1996, as amended	December 2001, February and June 2002

1996 - G	July 17, 1996	December 2001, February and June 2002
1996 - H2	August 14, 1996	
1996 - I3	September 25, 1996	
1996 - J	September 19, 1996	December 2001, February and June 2002
1996 - K	October 24, 1996	December 2001, February and June 2002
1996 - M	November 26, 1996	December 2001, February and June 2002
1997 - B	February 27, 1997	December 2001, February and June 2002
1997 - C	March 26, 1997	December 2001, February and June 2002
1997 - D	May 22, 1997	December 2001, February and June 2002
1997 - E4	May 8, 1997	December 2001 and February 2002
1997 - F5	June 18, 1997	December 2001 and February 2002
1997 - G	June 18, 1997	December 2001, February and June 2002

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	Monthly Certificates Tested
1997 - H	August 6, 1997	December 2001, February and June 2002
1997 - I	August 26, 1997	December 2001, February and June 2002
1997 - J	September 10, 1997	December 2001, February and June 2002
1997 - K	October 22, 1997	December 2001, February and June 2002
1997 - L	November 13, 1997	December 2001, February and June 2002
1997 - M	November 6, 1997	December 2001, February and June 2002
1997 - O	December 23, 1997	December 2001, February and June 2002
1998 - A	March 18, 1998	December 2001, February and June 2002
1998 - B	April 14, 1998	December 2001, February and June 2002
1998 - C	June 24, 1998	December 2001, February and June 2002
1998 - D	July 30, 1998	December 2001, February and June 2002
1998 - E	August 11, 1998	December 2001, February and June 2002
1998 - F	August 26, 1998	December 2001, February and June 2002
1998 - G	September 10, 1998	December 2001, February and June 2002
1998 - I6	October 22, 1998	
1998 - J	October 29, 1998	December 2001, February and June 2002
1998 - K	November 24, 1998	December 2001, February and June 2002
1999 - A	March 25, 1999	December 2001, February and June 2002
1999 - B	March 26, 1999	December 2001, February and June 2002
1999 - C	May 18, 1999	December 2001, February and June 2002
1999 - D	June 3, 1999	December 2001, February and June 2002
1999 - E7	July 7, 1999	December 2001 and February 2002
1999 - F	August 3, 1999	December 2001, February and June 2002
1999 - G	July 29, 1999	December 2001, February and June 2002
1999 - H	August 18, 1999	December 2001, February and June 2002

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	Monthly Certificates Tested
1999 - I	September 8, 1999	December 2001, February and June 2002
1999 - J	September 23, 1999	December 2001, February and June 2002
1999 - K	October 27, 1999	December 2001, February and June 2002
1999 - L	November 5, 1999	December 2001, February and June 2002
1999 - M	December 1, 1999	December 2001, February and June 2002
2000 - A	March 8, 2000	December 2001, February and June 2002
2000 - B	March 28, 2000	December 2001, February and June 2002
2000 - C	April 13, 2000	December 2001, February and June 2002
2000 - D	May 11, 2000	December 2001, February and June 2002
2000 - E	June 1, 2000	December 2001, February and June 2002
2000 - F	June 23, 2000	December 2001, February and June 2002
2000 - G	July 20, 2000	December 2001, February and June 2002
2000 - H	August 23, 2000	December 2001, February and June 2002
2000 - I	September 8, 2000	December 2001, February and June 2002
2000 - J	October 12, 2000	December 2001, February and June 2002
2000 - K	November 21, 2000	December 2001, February and June 2002
2000 - L	December 13, 2000	December 2001, February and June 2002
2000 - Z	March 30, 2000	December 2001, February and June 2002



2001 - A	February 20, 2001	December 2001, February and June 2002
2001 - B	March 8, 2001	December 2001, February and June 2002
2001 - C	April 25, 2001	December 2001, February and June 2002
2001 - D	May 24, 2001	December 2001, February and June 2002

- 1 The last reporting period for Series 1994-C was October 2001.
- 2 The last reporting period for Series 1996-H was August 2001.
- 3 The last reporting period for Series 1996-I was September 2001.
- 4 The last reporting period for Series 1997-E was March 2002.
- 5 The last reporting period for Series 1997-F was May 2002.
- 6 The last reporting period for Series 1998-I was September 2001.
- 7 The last reporting period for Series 1999-E was May 2002.

Report of Independent Accountants

MBNA America Bank, N.A.  
1100 North King Street  
Wilmington, Delaware 19801

and

The Bank of New York  
101 Barclay Street  
New York, New York 10286

MBNA Master Credit Card Trust II

We have examined management's assertion that MBNA America Bank, N.A. ("MBNA" or "the Company"), a wholly owned subsidiary of MBNA Corporation, complied with the covenants and conditions of sections 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a) and 4.03(a), (c) and (d) of the Pooling and Servicing Agreement dated as of August 4, 1994, as amended (the "PSA") and the sections specified in Attachment A of the applicable Series' Pooling and Servicing Agreement Supplement (the "PSA Supplement"), between MBNA and The Bank of New York, during the compliance periods specified in Attachment A. In addition, we have examined management's assertion that MBNA complied with the covenants and conditions of sections 310(a), 402(a), 701(a) and (b), 907, 908(a) and 1201 of the MBNA Credit Card Master Note Trust Indenture dated as of May 24, 2001 (the "Indenture") and sections 2.02(i)-(iv), 3.16 and 4.01(a) of the MBNA Credit Card Master Note Trust MBNA Series Indenture Supplement dated May 24, 2001 (the "Indenture Supplement" together with the PSA, PSA Supplement and Indenture, the "Agreements"), between the MBNA Credit Card Master Note Trust and The Bank of New York, during the compliance periods specified in Attachment A.

This assertion is included in the accompanying report by management titled, "Report of Management on Credit Card and Consumer Loan Trust Internal Control and Pooling and Servicing Agreement/Indenture Compliance" (the "Report"). Management is responsible for MBNA's compliance with those requirements. Our responsibility is to express an opinion on management's assertions about the Company's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about MBNA's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on MBNA's compliance with specified requirements.

In our opinion, management's assertion that MBNA complied with the covenants and conditions of the Agreements, referred to above, during the compliance periods specified in Attachment A, are fairly stated, in all material respects.

This report is intended solely for the information and use of MBNA and The Bank of New York, as Trustee of the Master Trust and Indenture Trustee of the Note Trust, and is not intended and should not be used by anyone other than these specified parties and anyone who is authorized to receive such information as specified in the Agreements or in the applicable Series' or MBNA Series Notes' Underwriting/Subscription/Purchase Agreement, as specified in Attachment A. However, this report is a matter of public record and its distribution is not limited.

/s/ Ernst and Young

August 15, 2002

Attachment A

Series	Pooling and Servicing Agreement Supplement Date	PSA Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1994-C	October 26, 1994, as amended	(a)	July 1, 2001 - November 15, 2001	Merrill Lynch and Co.	October 19, 1994
1994-E	December 15, 1994, as amended	(b)	July 1, 2001 - June 30, 2002	(1)	December 15, 1994
1995-A	March 22, 1995, as amended	(a)	July 1, 2001 - June 30, 2002	Merrill Lynch and Co.	March 15, 1995
1995-C	June 29, 1995, as amended	(c)	July 1, 2001 - June 30, 2002	Lehman Brothers	June 22, 1995
1995-E	August 2, 1995, as amended	(a)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	July 26, 1995
1995-G	September 27, 1995, as amended	(a)	July 1, 2001 - June 30, 2002	Lehman Brothers	September 22, 1995
1995-J	November 21, 1995, as amended	(a)	July 1, 2001 - June 30, 2002	J. P. Morgan and Co.	November 14, 1995
1996-A	February 28, 1996, as amended	(a)	July 1, 2001 - June 30, 2002	Goldman, Sachs and Co.	February 21, 1996

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	PSA Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1996-B	March 26, 1996	(a)	July 1, 2001 - June 30, 2002	Lehman Brothers	March 18, 1996
1996-E	May 21, 1996	(a)	July 1, 2001 - June 30, 2002	J.P. Morgan and Co.	May 13, 1996
1996-F	June 25, 1996, as amended	(e)	July 1, 2001 - June 30, 2002	(1)	June 25, 1996
1996-G	July 17, 1996	(a)	July 1, 2001 - June 30, 2002	Lehman Brothers	July 10, 1996
1996-H	August 14, 1996	(f)	July 1, 2001 - September 17, 2001	Goldman, Sachs and Co.	August 7, 1996
1996-I	September 25, 1996	(g)	July 1, 2001 - October 15, 2001	Class A: Merrill Lynch Bank AG	September 23, 1996

1996-J	September 19, 1996	(a)	July 1, 2001 - June 30, 2002	J.P. Morgan and Co.	September 12, 1996
1996-K	October 24, 1996	(a)	July 1, 2001 - June 30, 2002	Goldman, Sachs and Co.	October 18, 1996
1996-M	November 26, 1996	(f)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	November 19, 1996
1997-B	February 27, 1997	(a)	July 1, 2001 - June 30, 2002	Lehman Brothers	February 20, 1997
1997-C	March 26, 1997	(a)	July 1, 2001 - June 30, 2002	Merrill Lynch and Co.	March 19, 1997

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	PSA Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1997-D	May 22, 1997	(g)	July 1, 2001 - June 30, 2002	Class A: Morgan Stanley and Co. International Limited, Class B: Morgan Stanley and Co. Incorporated, Class C: Lehman Brothers Inc.	Class A: April 24, 1997 Class B: April 29, 1997 Class C: May 2, 1997
1997-E	May 8, 1997	(f)	July 1, 2001 - April 15, 2002	J.P. Morgan and Co.	April 24, 1997
1997-F	June 18, 1997	(h)	July 1, 2001 - June 17, 2002	Lehman Brothers	June 11, 1997
1997-G	June 18, 1997	(a)	July 1, 2001 - June 30, 2002	(1)	June 16, 1997
1997-H	August 6, 1997	(g)	July 1, 2001 - June 30, 2002	Class A: J.P. Morgan and CIE, S.A., Class B and C: J.P. Morgan Securities Inc.	Class A: July 9, 1997 Class B: July 9, 1997 Class C: July 15, 1997
1997-I	August 26, 1997	(h)	July 1, 2001 - June 30, 2002	Goldman, Sachs and Co.	August 12, 1997
1997-J	September 10, 1997	(a)	July 1, 2001 - June 30, 2002	Lehman Brothers	September 4, 1997
1997-K	October 22, 1997	(a)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	October 9, 1997
1997-L	November 13, 1997	(g)	July 1, 2001 - June 30, 2002	Class A: Merrill Lynch Finance S.A., Class B: Merrill Lynch, Pierce, Fenner and Smith Incorporated	October 15, 1997

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	PSA Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1997-M	November 6, 1997	(f)	July 1, 2001 - June 30, 2002	Salomon Brothers Inc	October 28, 1997
1997-O	December 23, 1997	(a)	July 1, 2001 - June 30, 2002	(1)	December 11, 1997
1998-A	March 18, 1998	(a)	July 1, 2001 - June 30, 2002	J.P. Morgan and Co.	March 3, 1998
1998-B	April 14, 1998	(g)	July 1, 2001 - June 30, 2002	Class A: Merrill Lynch International	March 17, 1998
1998-C	June 24, 1998	(a)	July 1, 2001 - June 30, 2002	Salomon Brothers Inc	June 10, 1998
1998-D	July 30, 1998	(h)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	July 22, 1998
1998-E	August 11, 1998	(f)	July 1, 2001 - June 30, 2002	Lehman Brothers	July 29, 1998
1998-F	August 26, 1998	(f)	July 1, 2001 - June 30, 2002	Merrill Lynch and Co.	August 12, 1998
1998-G	September 10, 1998	(a)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	September 3, 1998
1998-I	October 22, 1998	(a)	July 1, 2001 - October 15, 2001	Salomon Smith Barney	October 16, 1998
1998-J	October 29, 1998	(a)	July 1, 2001 - June 30, 2002	Goldman, Sachs and Co. Credit Suisse First Boston	October 22, 1998

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	PSA Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1998-K	November 24, 1998	(a)	July 1, 2001 - June 30, 2002	(1)	November 16, 1998
1999-A	March 25, 1999	(a)	July 1, 2001 - June 30, 2002	Bear, Stearns and Co. Inc.	March 3, 1999
1999-B	March 26, 1999	(h)	July 1, 2001 - June 30, 2002	Lehman Brothers	March 18, 1999
1999-C	May 18, 1999	(g)	July 1, 2001 - June 30, 2002	Class A: Credit Suisse First Boston (Europe) Limited, Class B: Credit Suisse First Boston Corporation	April 28, 1999
1999-D	June 3, 1999	(a)	July 1, 2001 - June 30, 2002	Salomon Smith Barney	May 20, 1999
1999-E	July 7, 1999	(a)	July 1, 2001 - June 17, 2002	Merrill Lynch and Co.	June 23, 1999
1999-F	August 3, 1999	(g)	July 1, 2001 - June 30, 2002	Class A: Morgan Stanley and Co. International Limited, Class B: Morgan Stanley and Co. Incorporated	Class A: July 13, 1999 Class B: July 15, 1999
1999-G	July 29, 1999	(h)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	July 20, 1999
1999-H	August 18, 1999	(f)	July 1, 2001 - June 30, 2002	Merrill Lynch and Co. J.P. Morgan and Co.	August 4, 1999
1999-I	September 8, 1999	(h)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	August 26, 1999

Attachment A (continued)

Pooling and Servicing

PSA

Date of Underwriting/

Series	Agreement Supplement Date	Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Subscription/Purchase Agreement
1999-J	September 23, 1999	(h)	July 1, 2001 - June 30, 2002	Goldman, Sachs and Co.	September 14, 1999
1999-K	October 27, 1999	(i)	July 1, 2001 - June 30, 2002	(1)	October 20, 1999
1999-L	November 5, 1999	(a)	July 1, 2001 - June 30, 2002	Salomon Smith Barney	October 27, 1999
1999-M	December 1, 1999	(h)	July 1, 2001 - June 30, 2002	Lehman Brothers	November 17, 1999
2000-A	March 8, 2000	(h)	July 1, 2001 - June 30, 2002	J. P. Morgan and Co.	February 23, 2000
2000-B	March 28, 2000	(a)	July 1, 2001 - June 30, 2002	Chase Securities Inc.	March 14, 2000
2000-C	April 13, 2000	(a)	July 1, 2001 - June 30, 2002	Lehman Brothers	March 28, 2000
2000-D	May 11, 2000	(a)	July 1, 2001 - June 30, 2002	Salomon Smith Barney	May 3, 2000
2000-E	June 1, 2000	(h)	July 1, 2001 - June 30, 2002	Deutsche Banc Alex. Brown	May 23, 2000
2000-F	June 23, 2000	(f)	July 1, 2001 - June 30, 2002	Lehman Brothers	June 8, 2000
2000-G	July 20, 2000	(f)	July 1, 2001 - June 30, 2002	Merrill Lynch and Co.	July 11, 2000
2000-H	August 23, 2000	(a)	July 1, 2001 - June 30, 2002	Merrill Lynch and Co.	August 1, 2000

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	PSA Supplement Sections	Compliance Period	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
2000-I	September 8, 2000	(k)	July 1, 2001 - June 30, 2002	Deutsche Banc Alex. Brown	August 24, 2000
2000-J	October 12, 2000	(l)	July 1, 2001 - June 30, 2002	(1)	September 22, 2000 (Class A) September 21, 2000 (Class B)
2000-K	November 21, 2000	(f)	July 1, 2001 - June 30, 2002	Chase Securities Inc.	November 7, 2000
2000-L	December 13, 2000	(k)	July 1, 2001 - June 30, 2002	Salomon Smith Barney	December 15, 2000
2000-Z	March 30, 2000	(j)	July 1, 2001 - June 30, 2002	(1)	March 30, 2000
2001-A	February 20, 2001	(a)	July 1, 2001 - June 30, 2002	Deutsche Banc Alex. Brown	January 30, 2001
2001-B	March 8, 2001	(a)	July 1, 2001 - June 30, 2002	Credit Suisse First Boston	February 22, 2001
2001-C	April 25, 2001	(g)	July 1, 2001 - June 30, 2002	(1)	April 6, 2001
2001-D	May 24, 2001	(m)	July 1, 2001 - June 30, 2002	(2)	(2)

Attachment A (continued)

MBNA Credit Card Master Note Trust Notes	Indenture and Indenture Supplement Date	Terms Document Date	Compliance Period	Lead Underwriter
MBNAseries Class B (2001-1)	May 24, 2001	May 24, 2001	July 1, 2001 - June 30, 2002	Lehman Brothers
MBNAseries Class C (2001-1)	May 24, 2001	May 24, 2001	July 1, 2001 - June 30, 2002	Lehman Brothers
MBNAseries Class A (2001-1)	May 24, 2001	May 31, 2001	July 1, 2001 - June 30, 2002	Lehman Brothers
MBNAseries Class C (2001-2)	May 24, 2001	July 12, 2001	July 12, 2001 - June 30, 2002	(1)
MBNAseries Class C (2001-3)	May 24, 2001	July 25, 2001	July 25, 2001 - June 30, 2002	Lehman Brothers
MBNAseries Class A (2001-2)	May 24, 2001	July 26, 2001	July 26, 2001 - June 30, 2002	Deutsche Banc Alex Brown Inc.
MBNAseries Class A (2001-3)	May 24, 2001	August 8, 2001	August 8, 2001 - June 30, 2002	Salomon Smith Barney
MBNAseries 2001-Emerald	May 24, 2001	August 15, 2001	August 15, 2001 - June 30, 2002	(1)
MBNAseries Class B (2001-2)	May 24, 2001	September 6, 2001	September 6, 2001 - June 30, 2002	Salomon Smith Barney
MBNAseries Class C (2001-4)	May 24, 2001	September 6, 2001	September 6, 2001 - June 30, 2002	Lehman Brothers
MBNAseries Class A (2001-4)	May 24, 2001	September 27, 2001	September 27, 2001 - June 30, 2002	J.P. Morgan and Co.

Attachment A (continued)

MBNA Credit Card Master Note Trust Notes	Indenture and Indenture Supplement Date	Terms Document Date	Compliance Period	Lead Underwriter
MBNAseries Class A (2001-5)	May 24, 2001	November 8, 2001	November 8, 2001 - June 30, 2002	Banc of America Securities
MBNAseries Class C (2001-5)	May 24, 2001	December 11, 2001	December 11, 2001 - June 30, 2002	Deutsche Banc Alex Brown Inc.
MBNAseries Class B (2001-3)	May 24, 2001	December 20, 2001	December 20, 2001 - June 30, 2002	(1)
MBNAseries Class A (2002-1)	May 24, 2001	January 31, 2002	January 31, 2002 - June 30, 2002	Salomon Smith Barney
MBNAseries Class B (2002-1)	May 24, 2001	February 28, 2002	February 28, 2002 - June 30, 2002	Lehman Brothers
MBNAseries Class C (2002-1)	May 24, 2001	February 28, 2002	February 28, 2002 - June 30, 2002	J.P. Morgan and Co.
MBNAseries Class A (2002-2)	May 24, 2001	March 27, 2002	March 27, 2002 - June 30, 2002	Deutsche Banc AG London
MBNAseries Class A (2002-3)	May 24, 2001	April 24, 2002	April 24, 2002 - June 30, 2002	Credit Suisse First Boston
MBNAseries Class A (2002-4)	May 24, 2001	May 9, 2002	May 9, 2002 - June 30, 2002	J.P. Morgan Securities Inc.
MBNAseries Class A (2002-5)	May 24, 2001	May 30, 2002	May 30, 2002 - June 30, 2002	Lehman Brothers
MBNAseries Class B (2002-2)	May 24, 2001	June 12, 2002	June 12, 2002 - June 30, 2002	Merrill Lynch and Co.

## Attachment A (continued)

MBNA Credit Card Master Note Trust Notes	Indenture and Indenture Supplement Date	Terms Document Date	Compliance Period	Lead Underwriter
MBNAseries Class C (2002-3)	May 24, 2001	June 12, 2002	June 12, 2002 - June 30, 2002	Lehman Brothers
MBNAseries Class A (2002-6)	May 24, 2001	June 26, 2002	June 26, 2002 - June 30, 2002	Deutsche Bank Securities Inc.

## Legend:

- (a) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 5.02(a) and 9(c) and (d)  
 (b) PSA Supplement Sections 3(c), 4.05 through 4.11, 4.13, 5.02(a) and 10(c) and (d)  
 (c) PSA Supplement Sections 3(b), 4.05 through 4.09, 4.11 through 4.14, 4.16(a), 4.17(a), 4.20(a) and (g), 4.21(a), 5.02(a) and 9(c) and (d)  
 (d) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 4.18(a) and (c), 5.02(a) and 9(c) and (d)  
 (e) PSA Supplement Sections 3(b), 4.05 through 4.13, 5.02 and 10(c) and (d)  
 (f) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 4.18(a), 5.02(a) and 9(c) and (d)  
 (g) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 4.18(a), 5.02(a) and 10(c) and (d)  
 (h) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 4.18(a), 4.19(a) and (g), 4.20(a), 5.02(a) and 9(c) and (d)  
 (i) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 5.03(a) and 9(c) and (d)  
 (j) PSA Supplement Sections 3(b), 4.05 through 4.13, 5.02(a) and 10(c) and (d)  
 (k) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 4.16(a), 4.18, 4.19(a) and (g), 4.20(a), 5.02(a) and 9(c) and (d)  
 (l) PSA Supplement Sections 3(b), 4.05 through 4.13, 4.14(a), 4.15(a), 4.16(a), 4.18, 4.19(a), 5.02(a) and 9(c) and (d)  
 (m) PSA Supplement Sections 3(b), 4.05 through 4.07, 4.09, 5.02 and 7(c)

- (1) Applicable Series was privately placed; therefore the identity of the Purchaser is not disclosed herein.  
 (2) Series 2001-D is the primary asset of the MBNA Credit Card Master Note Trust and represents an undivided interest in the MBNA Credit Card Master Note Trust. Such series does not have an Underwriter/Purchaser, nor an Underwriting/Subscription/Purchasing Agreement associated with it.

See the "Report" included at the end of this document.

## Report of Independent Accountants

MBNA America Bank, N.A.  
 1100 North King Street  
 Wilmington, Delaware 19801

and

The Bank of New York  
 101 Barclay Street  
 New York, New York 10286

## MBNA Master Credit Card Trust II

We have examined management's assertion that MBNA America Bank, N.A.'s ("MBNA"), a wholly owned subsidiary of MBNA Corporation, controls over the functions performed as servicer of the MBNA Master Credit Card Trust II (the "Master Trust"), including all Series of the Master Trust, as well as all MBNAseries Notes issued from the MBNA Master Credit Card Note Trust (the "Note Trust", together with the Master Trust, the "Trust") as specified in Attachment A, are effective, as of June 30, 2002, in providing reasonable assurance that (a) Trust assets are safeguarded against loss from unauthorized use or disposition, (b) transactions are executed in accordance with management's authorization in conformity with the MBNA Master Credit Card Trust II Pooling and Servicing Agreement dated as of August 4, 1994, as amended (the "PSA"), the applicable Pooling and Servicing Agreement Supplement for each Series (the "PSA Supplements"), the MBNA Credit Card Master Note Trust Indenture dated as of May 24 ("Indenture"), and the MBNAseries Indenture Supplement dated as of May 24, 2001 ("Indenture Supplement", together with the PSA, PSA Supplements and Indenture, the "Agreements") as specified in Attachment A, and (c) transactions are recorded properly to permit the preparation of the required financial reports. This assertion is included in the accompanying report by management titled, "Report of Management on Credit Card and Consumer Loan Trust Internal Control and Pooling and Servicing Agreement/Indenture Compliance" (the "Report"). Management is responsible for MBNA's controls over the functions performed as servicer of the Trust. Our responsibility is to express an opinion on the effectiveness of internal control based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included obtaining an understanding of the controls over the functions performed by MBNA as servicer of the Trust, testing and evaluating the design and operating effectiveness of those controls, and such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Because of inherent limitations in any internal control, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the controls over the functions performed by MBNA as servicer of the Trust to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the controls may deteriorate.

In our opinion, management's assertion, that MBNA's controls over the functions performed as servicer of the Trust are effective in providing reasonable assurance that Trust assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization in conformity with the Agreements and are recorded properly to permit the preparation of the required financial reports, as of June 30, 2002, is fairly stated, in all material respects, based upon the following criteria specified in the Report:

- o Funds collected are remitted to the Trustee in accordance with the Agreements.
- o Trust assets are segregated from those retained by MBNA in accordance with the Agreements.
- o Expenses incurred by the Trust are calculated and remitted in accordance with the Agreements.
- o Additions of accounts to the Trust are authorized in accordance with the Agreements.
- o Removals of accounts from the Trust are authorized in accordance with the Agreements.
- o Trust assets amortizing out of the Trust are calculated in accordance with the Agreements.
- o Monthly Trust reports generated in the form of "Exhibits" and provided to the Trustee are reviewed by a Vice President or above prior to distribution.
- o Monthly Master Trust reports generated in the form of "Exhibits" contain all required information per section 5.02 of the PSA.
- o Monthly Note Trust reports generated in the form of "Exhibits" pursuant to sections 907 and 908 of the Indenture contain all required information.

This report is intended solely for the information and use of the management of MBNA and The Bank of New York, as Trustee of the Master Trust and Indenture Trustee of the Note Trust, and is not intended to be and should not be used by anyone other than these specified parties and anyone who is not authorized to receive such information as specified in the Agreements or in the applicable Series' or MBNAseries Notes' Underwriting/Subscription/Purchase Agreement, as specified in Attachment A. However, this report is a matter of public record and its distribution is not limited.

Series	Pooling and Servicing Agreement Supplement Date	Lead Underwriter/Purchaser	Subscription/Purchase Agreement
1994 - E	December 15, 1994, as amended	(1)	December 15, 1994
1995 - A	March 22, 1995, as amended	Merrill Lynch and Co.	March 15, 1995
1995 - C	June 29, 1995, as amended	Lehman Brothers	June 22, 1995
1995 - E	August 2, 1995, as amended	Credit Suisse First Boston	July 26, 1995
1995 - G	September 27, 1995, as amended	Lehman Brothers	September 22, 1995
1995 - J	November 21, 1995, as amended	J. P. Morgan and Co.	November 14, 1995
1996 - A	February 28, 1996, as amended	Goldman, Sachs and Co.	February 21, 1996
1996 - B	March 26, 1996	Lehman Brothers	March 18, 1996
1996 - E	May 21, 1996	J.P. Morgan and Co.	May 13, 1996
1996 - F	June 25, 1996, as amended	(1)	June 25, 1996
1996 - G	July 17, 1996	Lehman Brothers	July 10, 1996
1996 - J	September 19, 1996	J.P. Morgan and Co.	September 12, 1996
1996 - K	October 24, 1996	Goldman, Sachs and Co.	October 18, 1996
1996 - M	November 26, 1996	Credit Suisse First Boston	November 19, 1996
1997 - B	February 27, 1997	Lehman Brothers	February 20, 1997
1997 - C	March 26, 1997	Merrill Lynch and Co.	March 19, 1997
1997 - D	May 22, 1997	Class A: Morgan Stanley and Co. International Limited, Class B: Morgan Stanley and Co. Incorporated, Class C: Lehman Brothers Inc.	Class A: April 24, 1997, Class B: April 29, 1997, Class C: May 2, 1997

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1997 - G	June 18, 1997	(1)	June 16, 1997
1997 - H	August 6, 1997	Class A: J.P. Morgan and CIE, S.A., Class B and C: J.P. Morgan Securities Inc.	Class A and B: July 9, 1997, Class C: July 15, 1997
1997 - I	August 26, 1997	Goldman, Sachs and Co.	August 12, 1997
1997 - J	September 10, 1997	Lehman Brothers	September 4, 1997
1997 - K	October 22, 1997	Credit Suisse First Boston	October 9, 1997
1997 - L	November 13, 1997	Class A: Merrill Lynch Finance S.A., Class B: Merrill Lynch, Pierce, Fenner and Smith Incorporated	October 15, 1997
1997 - M	November 6, 1997	Salomon Brothers Inc	October 28, 1997
1997 - O	December 23, 1997	(1)	December 11, 1997
1998 - A	March 18, 1998	J. P. Morgan and Co.	March 3, 1998
1998 - B	April 14, 1998	Class A: Merrill Lynch International	March 17, 1998
1998 - C	June 24, 1998	Salomon Brothers Inc	June 10, 1998
1998 - D	July 30, 1998	Credit Suisse First Boston	July 22, 1998
1998 - E	August 11, 1998	Lehman Brothers	July 29, 1998
1998 - F	August 26, 1998	Merrill Lynch and Co.	August 12, 1998
1998 - G	September 10, 1998	Credit Suisse First Boston	September 3, 1998
1998 - J	October 29, 1998	Goldman, Sachs and Co. Credit Suisse First Boston	October 22, 1998
1998 - K	November 24, 1998	(1)	November 16, 1998
1999 - A	March 25, 1999	Bear, Stearns and Co. Inc.	March 3, 1999
1999 - B	March 26, 1999	Lehman Brothers	March 18, 1999

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	Lead Underwriter/Purchaser	Date of Underwriting/Subscription/Purchase Agreement
1999 - C	May 18, 1999	Class A: Credit Suisse First Boston (Europe) Limited, Class B: Credit Suisse First Boston Corporation	April 28, 1999

1999 - D	June 3, 1999	Salomon Smith Barney	May 20, 1999
1999 - F	August 3, 1999	Class A: Morgan Stanley and Co. International Limited, Class B: Morgan Stanley and Co. Incorporated	Class A: July 13, 1999 Class B: July 15, 1999
1999 - G	July 29, 1999	Credit Suisse First Boston	July 20, 1999
1999 - H	August 18, 1999	Merrill Lynch and Co. J.P. Morgan and Co.	August 4, 1999
1999 - I	September 8, 1999	Credit Suisse First Boston	August 26, 1999
1999 - J	September 23, 1999	Goldman, Sachs and Co.	September 14, 1999
1999 - K	October 27, 1999	(1)	October 20, 1999
1999 - L	November 5, 1999	Salomon Smith Barney	October 27, 1999
1999 - M	December 1, 1999	Lehman Brothers	November 17, 1999
2000 - A	March 8, 2000	J. P. Morgan and Co.	February 23, 2000
2000 - B	March 28, 2000	Chase Securities Inc.	March 14, 2000
2000 - C	April 13, 2000	Lehman Brothers	March 28, 2000
2000 - D	May 11, 2000	Salomon Smith Barney	May 3, 2000
2000 - E	June 1, 2000	Deutsche Banc Alex. Brown	May 23, 2000
2000 - F	June 23, 2000	Lehman Brothers	June 8, 2000
2000 - G	July 20, 2000	Merrill Lynch and Co.	July 11, 2000
2000 - H	August 23, 2000	Merrill Lynch and Co.	August 1, 2000
2000 - I	September 8, 2000	Deutsche Banc Alex. Brown	August 24, 2000

Attachment A (continued)

Series	Pooling and Servicing Agreement Supplement Date	Lead Underwriter/Purchaser	Date of Underwriting/ Subscription/ Purchase Agreement
2000 - J	October 12, 2000	(1)	September 22, 2000 (Class A only) September 21, 2000 (Class B only)
2000 - K	November 21, 2000	Chase Securities Inc.	November 7, 2000
2000 - L	December 13, 2000	Salomon Smith Barney	December 5, 2000
2000 - Z	March 30, 2000	(1)	March 30, 2000
2001 - A	February 20, 2001	Deutsche Banc Alex. Brown	January 30, 2001
2001 - B	March 8, 2001	Credit Suisse First Boston	February 22, 2001
2001 - C	April 25, 2001	(1)	April 6, 2001
2001 - D	May 24, 2001	(2)	(2)

Attachment A (continued)

MBNA Credit Card Master Note Trust MBNAseries Notes	Issuance Date	Lead Underwriter	Date of Underwriting Agreement
Class B (2001-1)	May 24, 2001	Lehman Brothers	May 10, 2001
Class C (2001-1)	May 24, 2001	Lehman Brothers	May 10, 2001
Class A (2001-1)	May 31, 2001	Lehman Brothers	May 17, 2001
Class C (2001-2)	July 12, 2001	(1)	
Class C (2001-3)	July 25, 2001	Lehman Brothers	
Class A (2001-2)	July 26, 2001	Deutsche Banc Alex Brown Inc.	
Class A (2001-3)	August 8, 2001	Salomon Smith Barney	
2001-Emerald	August 15, 2001	(1)	
Class B (2001-2)	September 6, 2001	Salomon Smith Barney	
Class C (2001-4)	September 6, 2001	Lehman Brothers	
Class A (2001-4)	September 27, 2001	J.P. Morgan and Co.	
Class A (2001-5)	November 8, 2001	Banc of America Securities	
Class C (2001-5)	December 11, 2001	Deutsche Banc Alex Brown Inc.	
Class B (2001-3)	December 20, 2001	(1)	
Class A (2002-1)	January 31, 2002	Salomon Smith Barney	
Class B (2002-1)	February 28, 2002	Lehman Brothers	
Class C (2002-1)	February 28, 2002	J.P. Morgan and Co.	
Class A (2002-2)	March 27, 2002	Deutsche Banc AG London	
Class A (2002-3)	April 24, 2002	Credit Suisse First Boston	

Class A (2002-4)	May 9, 2002	J.P. Morgan Securities Inc.
Class A (2002-5)	May 30, 2002	Lehman Brothers
Class B (2002-2)	June 12, 2002	Merrill Lynch and Co.
Class C (2002-2)	June 12, 2002	(1)
Class C (2002-3)	June 12, 2002	Lehman Brothers
Class A (2002-6)	June 26, 2002	Deutsche Banc Securities Inc.

Legend:

- (1) Applicable Series was privately placed; therefore the identity of the Purchaser is not disclosed herein.
- (2) Series 2001-D is the primary asset of the MBNA Credit Card Master Note Trust and represents an undivided interest in the MBNA Credit Card Master Note Trust. Such series does not have an Underwriter, nor an Underwriting Agreement associated with it.

August 15, 2002

Ernst and Young LLP  
One North Charles  
Baltimore, Maryland 21201

In connection with your attestation engagements relating to our assertions on (1) the effectiveness of controls over the functions performed as servicer of MBNA's credit card and consumer loan trusts listed in Appendix I (the "Trusts") as of June 30, 2002, and (2) compliance by MBNA with the covenants and conditions of certain sections, as specified in Appendix I, of each Trusts' applicable Pooling and Servicing Agreement, Pooling and Servicing Agreement Supplements, the Indenture and the MBNASeries Indenture Supplement (together the "Agreements"), and in connection with your agreed upon procedures engagements relating to the amounts in the (a) "mathematical calculations" set forth in the monthly certificates or settlement reports prepared by MBNA pursuant to subsections 3.04(b) of the Pooling and Servicing Agreements, as applicable, for the periods specified in Appendix I, as well as (b) the "mathematical calculations" set forth in the monthly exhibits of the MBNA Credit Card Master Note Trust prepared by MBNA pursuant to subsections 907 and 908 of the Indenture for the period July 1, 2001 through June 30, 2002, we recognize that obtaining representations from us concerning the information contained in this letter is a significant procedure in enabling you to form an opinion about whether our assertions are fairly stated in all material respects and in performing the specific agreed upon procedures. Accordingly, we make the following representations with respect to these engagements which are true to our knowledge.

Controls Over the Functions Performed as Servicer of the Trusts

- o We acknowledge that, as members of management, we are responsible for establishing and maintaining effective controls over the functions performed as servicer of the Trusts that provide reasonable assurance to management and the board of directors that Trust assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization in conformity with the Agreements and are recorded properly to permit the preparation of required financial reports.
- o Management has determined that the objectives of our controls with respect to servicing and reporting of sold loans are to provide reasonable, but not absolute assurance that:

Ernst and Young LLP  
August 15, 2002  
Page 2

- o Funds collected are remitted to the Trustee in accordance with the Agreements.
- o Trust assets are segregated from those retained by MBNA in accordance with the Agreements.
- o Expenses incurred by the Trusts are calculated and remitted in accordance with the Agreements.
- o The additions of accounts to the Trusts are authorized in accordance with the Agreements.
- o The removals of accounts from the Trusts are authorized in accordance with the Agreements.
- o Trust assets amortizing out of the Trusts are calculated in accordance with the Agreements.
- o Monthly Trust reports generated in the form of "Exhibits" and provided to the Trustee are reviewed by a Vice President or above prior to distribution.
- o Monthly Trust reports generated in the form of "Exhibits" contains all information required by the Agreements.

Management has performed an evaluation of MBNA's controls over the functions performed as servicer of the Trusts in relation to these criteria. Based upon this evaluation, the controls over the functions performed as servicer of the Trusts as of June 30, 2002, are effective in providing reasonable assurance that Trust assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization in conformity with the Agreements between MBNA and the applicable Trustee and are recorded properly to permit the preparation of the required financial reports.

We confirm to our knowledge and belief, the following representations made to you during your attestation engagement.

1. The criteria against which we measured our assertion, as specified above, are sufficiently clear and comprehensive for a knowledgeable user of the report to be able to understand them.
2. We are not aware of any material instances of fraud or any other instances of fraud that, although not material, involve management or other employees who have a significant role in the controls over the functions performed as servicer of the Trusts.

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August 15, 2002  
Page 3

3. We have disclosed to you all significant deficiencies in the design or operation of the controls that could adversely affect MBNA's ability to safeguard Trust assets against loss, execute transactions in accordance with management's authority in conformity with the applicable Agreements and prepare the required financial reports.
4. We have made available to you all reports of examination from regulatory agencies. To our knowledge there were no situations of noncompliance with or deficiencies in controls communicated by any regulatory agencies which would preclude achievement of any of the criteria noted above.
5. No matters or occurrences, including those which may be communicated by regulatory agencies, have come to our attention up to the date of this letter that might significantly change or affect the controls over the functions performed as servicer of the Trusts, including any corrective actions taken (or that may be taken) by management regarding significant deficiencies.

Compliance with Covenants and Conditions of the Agreements

We acknowledge that we are responsible for complying with the covenants and conditions of the Agreements. We are also responsible for establishing and maintaining effective internal control over compliance with the covenants and conditions of the Agreements. We have performed an evaluation of MBNA's compliance with the relevant covenants and conditions of the Agreements identified in Appendix I for each of the Agreements, for the periods specified in Appendix I. Our evaluation assumed the accuracy of reports prepared by MBNA's bank card processor and did not extend to the relevant aspects of MBNA's compliance that are the responsibility of the bank card processor. Based on this evaluation, MBNA complied with the relevant covenants and conditions of the Agreements identified in Appendix I for each of the Agreements during the periods specified in Appendix I.

We have made available to your representatives all documentation related to compliance with the specified requirements of the Agreements.

There has been no known noncompliance with the relevant covenants and conditions of the Agreements identified in Appendix I for each of the Agreements, for the periods specified in Appendix I and through the date of your attestation examination report.

We have received no communications from regulatory agencies, internal auditors or other parties concerning possible non-compliance with the covenants and conditions of the Agreements including communications received between June 30, 2002 and the date of this letter.

No events or transactions have occurred since June 30, 2002 or are pending that would have an effect on the compliance with the covenants and conditions of the Agreements identified in Appendix I at that date or for the periods specified in Appendix I.

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August 15, 2002  
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We are not aware of any instances of fraud involving management or employees who have significant roles in internal control over compliance, or other employees, with the covenants and conditions of the Agreements identified in Appendix I.

Agreed Upon Procedures Applied to Monthly Certificates or Settlement Reports

We acknowledge that, as members of management, we are responsible for preparing the monthly certificates pursuant to the applicable sections of the Agreements. We also are responsible for selecting the criteria against which the amounts in the "mathematical calculations" set forth in the monthly certificates should be measured, and for determining that such criteria are appropriate for our purposes.

We have made available to your representatives all documentation related to the monthly certificates for the periods specified in Appendix I.

We understand that your examinations were made, and your agreed upon procedures engagement was conducted, in accordance with attestation standards established by the American Institute of Certified Public Accountants and were therefore, designed primarily for the purpose of expressing opinions on whether our assertions regarding (1) the effectiveness of the controls over the functions performed as servicer of the Trusts and (2) our compliance with the covenants and conditions of certain sections of the Agreements were fairly stated, in all material respects, based on the specified criteria. We further understand that your tests of our records and other procedures were limited to those that you considered necessary for that purpose. We understand that an agreed upon procedures engagement is substantially less in scope than an examination, the objective of which is the expression of an opinion on the amounts in the "mathematical calculations" set forth in the monthly certificates. We also understand that the sufficiency of the procedures performed in your agreed upon procedures engagement is solely the responsibility of the specified users of the report.

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August 15, 2002  
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MBNA America Bank, N.A. by:

/s/ M. Scott Kaufman  
M. Scott Kaufman  
Executive Vice Chairman

/s/ Kenneth A. Vecchione  
Kenneth A. Vecchione  
Senior Vice Chairman and  
Chief Financial Officer

/s/Thomas D. Wren  
Thomas D. Wren  
Senior Executive Vice President and  
Treasurer

/s/Victor P. Manning  
Victor P. Manning  
Senior Executive Vice President and  
Chief Accounting Officer

/s/Randall J. Black  
Randall J. Black  
Senior Executive Vice President and  
Controller

/s/Douglas O. Hart  
Douglas O. Hart  
Senior Executive Vice President

Report of Management on Credit Card and Consumer Loan Trust Internal Control  
and Pooling and Servicing Agreement/Indenture Compliance

Trust Internal Control  
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MBNA America Bank, N.A., ("MBNA" or the "Company"), a wholly owned subsidiary of MBNA Corporation is responsible for establishing and maintaining effective controls over the functions performed as servicer of MBNA's credit card and consumer loan trusts, listed in Appendix I (the "Trusts" or individually "Trust"). These controls are designed to provide reasonable assurance to the Company's management and board of directors that Trust assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization in conformity with the applicable Pooling and Servicing Agreements, Pooling and Servicing Agreement Supplements, Indenture and MBNAseries Indenture Supplement (together the "Agreements") as specified in Appendix I, between MBNA as Seller/Transferor and Servicer and the applicable Trustee (specific Agreements and Trustees are listed in Appendix I) and are recorded properly to permit the preparation of the required financial reports.

Because of inherent limitations in any control, no matter how well-designed, misstatements due to error or fraud may occur and not be detected, including the possibility of the circumvention or overriding of controls. Accordingly, even effective controls can provide only reasonable assurance with respect to the achievement of any objectives of controls. Further, because of changes in conditions, the effectiveness of controls may vary over time.

The Company has determined that the objectives of controls with respect to servicing and reporting of sold loans are to provide reasonable, but not absolute assurance that:

- o Funds collected are remitted to the Trustee in accordance with the Agreements.
- o Trust assets are segregated from those retained by MBNA in accordance with the Agreements.
- o Expenses incurred by the Trusts are calculated and remitted in accordance with the Agreements.
- o The additions of accounts to the Trusts are authorized in accordance with the Agreements.
- o The removals of accounts from the Trusts are authorized in accordance with the Agreements.

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## Trust Internal Control (continued)

- o Trust assets amortizing out of the Trusts are calculated in accordance with the Agreements.
- o Monthly Trust reports generated in the form of "Exhibits" and provided to the Trustee are reviewed by a Vice President or above prior to distribution.
- o Monthly Trust reports generated in the form of "Exhibits" contain all information required by the Agreements.

The Company assessed its controls over the functions performed as servicer of the Trusts in relation to these criteria. Based upon this assessment, the Company believes that, as of June 30, 2002, its controls over the functions performed as servicer of the Trusts are effective in providing reasonable assurance that Trust assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization in conformity with the Agreements between MBNA and the applicable Trustees and are recorded properly to permit the preparation of the required financial reports.

## Pooling and Servicing Agreement Compliance

The Company is responsible for complying with the covenants and conditions of the Agreements listed in Appendix I to this report. The Company is also responsible for establishing and maintaining effective internal control over compliance with the covenants and conditions of the Agreements. The Company has performed an evaluation of its compliance with the requirements of the relevant covenants and conditions identified in Appendix I for each of the Agreements. Based on this evaluation, MBNA complied with the requirements of the relevant covenants and conditions of the Agreements identified in Appendix I for each of the Agreements during the periods specified in Appendix I.

August 15, 2002  
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MBNA America Bank, N.A. by:

/s/ M. Scott Kaufman  
M. Scott Kaufman  
Executive Vice Chairman

/s/ Kenneth A. Vecchione  
Kenneth A. Vecchione  
Senior Vice Chairman and  
Chief Financial Officer

/s/Thomas D. Wren  
Thomas D. Wren  
Senior Executive Vice President and  
Treasurer

/s/Victor P. Manning  
Victor P. Manning  
Senior Executive Vice President and  
Chief Accounting Officer

/s/Randall J. Black  
Randall J. Black  
Senior Executive Vice President and  
Controller

/s/Douglas O. Hart  
Douglas O. Hart  
Senior Executive Vice President

Servicing TRUST PERIOD	AND CONDITIONS	PSA Covenants TRUSTEE	PSA DATE	PSA SUPPL DATE	COMPLIANCE
MBNA MASTER CREDIT CARD TRUST II SERIES 1994-C			BANK OF NEW YORK	8/4/94*	10/26/94*
7/1/01 - 11/15/01	(A)				
MBNA Master Credit Card Trust II Series 1994-E			Bank of New York	8/4/94*	12/15/94*
7/1/01 - 6/30/02	(b)				
MBNA Master Credit Card Trust II Series 1995-A			Bank of New York	8/4/94*	3/22/95*
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1995-C			Bank of New York	8/4/94*	6/29/95*
7/1/01 - 6/30/02	(c)				
MBNA Master Credit Card Trust II Series 1995-E			Bank of New York	8/4/94*	8/2/95*
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1995-G			Bank of New York	8/4/94*	9/27/95*
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1995-J			Bank of New York	8/4/94*	11/21/95*
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1996-A			Bank of New York	8/4/94*	2/28/96*
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1996-B			Bank of New York	8/4/94*	3/26/96
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1996-E			Bank of New York	8/4/94*	5/21/96
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1996-F			Bank of New York	8/4/94*	6/25/96*
7/1/01 - 6/30/02	(d)				
MBNA Master Credit Card Trust II Series 1996-G			Bank of New York	8/4/94*	7/17/96
7/1/01 - 6/30/02	(a)				
MBNA MASTER CREDIT CARD TRUST II SERIES 1996-H			BANK OF NEW YORK	8/4/94*	8/14/96
7/1/01 - 9/17/01	(E)				
MBNA MASTER CREDIT CARD TRUST II SERIES 1996-I			BANK OF NEW YORK	8/4/94*	9/25/96
7/1/01 - 10/15/01	(F)				
MBNA Master Credit Card Trust II Series 1996-J			Bank of New York	8/4/94*	9/19/96
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1996-K			Bank of New York	8/4/94*	10/24/96
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1996-M			Bank of New York	8/4/94*	11/26/96
7/1/01 - 6/30/02	(e)				
MBNA Master Credit Card Trust II Series 1997-B			Bank of New York	8/4/94*	2/27/97
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1997-C			Bank of New York	8/4/94*	3/26/97
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1997-D			Bank of New York	8/4/94*	5/22/97
7/1/01 - 6/30/02	(f)				
MBNA MASTER CREDIT CARD TRUST II SERIES 1997-E			BANK OF NEW YORK	8/4/94*	5/8/97
7/1/01 - 4/15/02	(E)				
MBNA MASTER CREDIT CARD TRUST II SERIES 1997-F			BANK OF NEW YORK	8/4/94*	6/18/97
7/1/01 - 6/17/02	(G)				
MBNA Master Credit Card Trust II Series 1997-G			Bank of New York	8/4/94*	6/18/97
7/1/01 - 6/30/02	(a)				
MBNA Master Credit Card Trust II Series 1997-H			Bank of New York	8/4/94*	8/6/97

7/1/01 - 6/30/02	(f)			
MBNA Master Credit Card Trust II Series 1997-I		Bank of New York	8/4/94*	8/26/97
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 1997-J		Bank of New York	8/4/94*	9/10/97
7/1/01 - 6/30/02	(a)			
MBNA Master Consumer Loan Trust Series 1997-1		Bankers Trust Company		9/24/97*
9/24/97*	7/1/01 - 6/30/02			
MBNA Master Credit Card Trust II Series 1997-K		Bank of New York	8/4/94*	10/22/97
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1997-L		Bank of New York	8/4/94*	11/13/97
7/1/01 - 6/30/02	(f)			
MBNA Master Credit Card Trust II Series 1997-M		Bank of New York	8/4/94*	11/6/97
7/1/01 - 6/30/02	(e)			
MBNA Master Credit Card Trust II Series 1997-O		Bank of New York	8/4/94*	12/23/97
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1998-A		Bank of New York	8/4/94*	3/18/98
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1998-B		Bank of New York	8/4/94*	4/14/98
7/1/01 - 6/30/02	(f)			
MBNA Master Credit Card Trust II Series 1998-C		Bank of New York	8/4/94*	6/24/98
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1998-D		Bank of New York	8/4/94*	7/30/98
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 1998-E		Bank of New York	8/4/94*	8/11/98
7/1/01 - 6/30/02	(e)			
MBNA Master Credit Card Trust II Series 1998-F		Bank of New York	8/4/94*	8/26/98
7/1/01 - 6/30/02	(e)			
MBNA Master Credit Card Trust II Series 1998-G		Bank of New York	8/4/94*	9/10/98
7/1/01 - 6/30/02	(a)			
MBNA MASTER CREDIT CARD TRUST II SERIES 1998-I		BANK OF NEW YORK	8/4/94*	10/22/98
7/1/01 - 10/15/01	(A)			
MBNA Master Credit Card Trust II Series 1998-J		Bank of New York	8/4/94*	10/29/98
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1998-K		Bank of New York	8/4/94*	11/24/98
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1999-A		Bank of New York	8/4/94*	3/25/99
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1999-B		Bank of New York	8/4/94*	3/26/99
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 1999-C		Bank of New York	8/4/94*	5/18/99
7/1/01 - 6/30/02	(f)			
MBNA Master Credit Card Trust II Series 1999-D		Bank of New York	8/4/94*	6/3/99
7/1/01 - 6/30/02	(a)			
MBNA MASTER CREDIT CARD TRUST II SERIES 1999-E		BANK OF NEW YORK	8/4/94*	7/7/99
7/1/01 - 6/17/02	(A)			
MBNA Master Credit Card Trust II Series 1999-F		Bank of New York	8/4/94*	8/3/99
7/1/01 - 6/30/02	(f)			
MBNA Master Credit Card Trust II Series 1999-G		Bank of New York	8/4/94*	7/29/99
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 1999-H		Bank of New York	8/4/94*	8/18/99
7/1/01 - 6/30/02	(e)			
MBNA Master Credit Card Trust II Series 1999-I		Bank of New York	8/4/94*	9/8/99
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 1999-J		Bank of New York	8/4/94*	9/23/99
7/1/01 - 6/30/02	(j)			
MBNA Master Credit Card Trust II Series 1999-K		Bank of New York	8/4/94*	10/27/99
7/1/01 - 6/30/02	(h)			
MBNA Master Credit Card Trust II Series 1999-L		Bank of New York	8/4/94*	11/5/99
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 1999-M		Bank of New York	8/4/94*	12/1/99
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 2000-A		Bank of New York	8/4/94*	3/8/00
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 2000-B		Bank of New York	8/4/94*	3/28/00
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 2000-Z		Bank of New York	8/4/94*	3/30/00
7/1/01 - 6/30/02	(j)			
MBNA Master Credit Card Trust II Series 2000-C		Bank of New York	8/4/94*	4/13/00
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 2000-D		Bank of New York	8/4/94*	5/11/00
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 2000-E		Bank of New York	8/4/94*	6/1/00
7/1/01 - 6/30/02	(g)			
MBNA Master Credit Card Trust II Series 2000-F		Bank of New York	8/4/94*	6/23/00
7/1/01 - 6/30/02	(e)			
MBNA Master Consumer Loan Trust Series 2000-1		Bankers Trust Company		9/24/97*
6/29/00	7/1/01 - 6/30/02			
MBNA Master Credit Card Trust II Series 2000-G		Bank of New York	8/4/94*	7/20/00
7/1/01 - 6/30/02	(e)			
MBNA Master Consumer Loan Trust Series 2000-2		Bankers Trust Company		9/24/97*
7/26/00	7/1/01 - 6/30/02			
MBNA Master Credit Card Trust II Series 2000-H		Bank of New York	8/4/94*	8/23/00
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 2000-I		Bank of New York	8/4/94*	9/8/00
7/1/01 - 6/30/02	(k)			
MBNA Triple A Master Trust Series 2000-1	Bank of New York	9/28/00*	9/28/00	7/1/01 - 6/30/02
(p)				
MBNA Triple A Master Trust Series 2000-2	Bank of New York	9/28/00*	9/28/00*	7/1/01 - 6/30/02
(p)				
MBNA Master Credit Card Trust II Series 2000-J		Bank of New York	8/4/94*	10/12/00
7/1/01 - 6/30/02	(l)			
MBNA Master Credit Card Trust II Series 2000-K		Bank of New York	8/4/94*	11/21/00
7/1/01 - 6/30/02	(e)			
MBNA Master Credit Card Trust II Series 2000-L		Bank of New York	8/4/94*	12/13/00
7/1/01 - 6/30/02	(k)			
MBNA Master Credit Card Trust II Series 2001-A		Bank of New York	8/4/94*	2/20/01
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 2001-B		Bank of New York	8/4/94*	3/8/01
7/1/01 - 6/30/02	(a)			
MBNA Master Credit Card Trust II Series 2001-C		Bank of New York	8/4/94*	4/25/01
7/1/01 - 6/30/02	(f)			
MBNA Master Credit Card Trust II Series 2001-D		Bank of New York	8/4/94*	5/24/01
7/1/01 - 6/30/02	(m)			
MBNA Master Consumer Loan Trust Series 2001-1		Bankers Trust Company		9/24/97*
6/28/01	7/1/01 - 6/30/02			
MBNA Master Consumer Loan Trust Series 2001-2		Bankers Trust Company		9/24/97*
9/19/01	9/19/01 - 6/30/02			

\* - Indicates agreement was amended

PSA and PSA Supplement Covenants and Conditions

(a) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 5.02(a), 9(c), 9(d).

(b) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).

- PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.13, 5.02(a), 10(c), 10(d).
- (c) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.11, 4.12, 4.13, 4.14, 4.16(a), 4.17(a), 4.20(a), 4.20(g), 4.21(a), 5.02(a), 9(c), 9(d).
- (d) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 5.02, 10(c), 10(d).
- (e) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 4.18(a), 5.02(a), 9(c), 9(d).
- (f) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 4.18(a), 5.02(a), 10(c), 10(d).
- (g) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 4.16(a), 4.19(a), 4.19(g), 4.20(a), 5.02(a), 9(c), 9(d).
- (h) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 5.03(a), 9(c), 9(d).
- (i) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 5.02(a), 10(c), 10(d).
- (j) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 4.16(a), 4.18, 4.19(a) and (g), 4.20(a), 5.02(a), 9(c), 9(d).
- (k) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 4.16(a), 4.18, 4.19(a), 5.02(a), 9(c), 9(d).
- (l) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14(a), 4.15(a), 4.16(a), 4.18, 4.19(a), 5.02(a), 9(c), 9(d).
- (m) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.09, 5.02, 7(c).
- (n) PSA Sections - 2.05(d), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(b), 4.03(c).  
PSA Supplement Sections - 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.19(a), 4.19(c), 5.01, 5.02(a), 10(c), 10(e).
- (o) PSA Sections - 2.05(d), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(b), 4.03(c).  
PSA Supplement Sections - 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.19(a), 4.19(c), 5.01, 5.02(a), 10(c), 10(e).
- (p) PSA Sections - 2.05(e), 2.06, 2.07, 2.08(a), 3.02, 3.04, 3.05, 3.06(b), 4.02(a), 4.03(a), 4.03(c), 4.03(d).  
PSA Supplement Sections - 3(b), 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 5.02, 10(c), 10(d).

TRUST	TRUSTEE	INDENTURE DATE	MBNA Series INDENTURE SUPP. DATE	ISSUANCE DATE	SERVICING COMPLIANCE PERIOD	INDENTURE COVENANTS AND CONDITIONS
MBNA Master Credit Card Note Trust:						
MBNASeries Class B (2001-1)	The Bank of New York	May 24, 2001	May 24, 2001	May 24, 2001	July 1, 2001 - June 30, 2002	(1)
MBNASeries Class C (2001-1)	The Bank of New York	May 24, 2001	May 24, 2001	May 24, 2001	July 1, 2001 - June 30, 2002	(1)
MBNASeries Class A (2001-1)	The Bank of New York	May 31, 2001	May 31, 2001	May 31, 2001	July 1, 2001 - June 30, 2002	(1)
MBNASeries Class C (2001-2)	The Bank of New York	May 24, 2001	May 24, 2001	July 12, 2001	July 12, 2001 - June 30, 2002	(1)
MBNASeries Class C (2001-3)	The Bank of New York	May 24, 2001	May 24, 2001	July 25, 2001	July 25, 2001 - June 30, 2002	(1)
MBNASeries Class A (2001-2)	The Bank of New York	May 24, 2001	May 24, 2001	July 26, 2001	July 26, 2001 - June 30, 2002	(1)
MBNASeries Class A (2001-3)	The Bank of New York	May 24, 2001	May 24, 2001	August 8, 2001	August 8, 2001 - June 30, 2002	(1)
MBNASeries Class A (2001-4)	The Bank of New York	May 24, 2001	May 24, 2001	August 15, 2001	August 15, 2001 - June 30, 2002	(1)
MBNASeries Class B (2001-2)	The Bank of New York	May 24, 2001	May 24, 2001	September 6, 2001	September 6, 2001 - June 30, 2002	(1)
MBNASeries Class C (2001-4)	The Bank of New York	May 24, 2001	May 24, 2001	September 6, 2001	September 6, 2001 - June 30, 2002	(1)
MBNASeries Class A (2001-5)	The Bank of New York	May 24, 2001	May 24, 2001	September 27, 2001	September 27, 2001 - June 30, 2002	(1)
MBNASeries Class A (2001-6)	The Bank of New York	May 24, 2001	May 24, 2001	November 8, 2001	November 8, 2001 - June 30, 2002	(1)
MBNASeries Class C (2001-5)	The Bank of New York	May 24, 2001	May 24, 2001	December 11, 2001	December 11, 2001 - June 30, 2002	(1)
MBNASeries Class B (2001-3)	The Bank of New York	May 24, 2001	May 24, 2001	December 20, 2001	December 20, 2001 - June 30, 2002	(1)
MBNASeries Class A (2002-1)	The Bank of New York	May 24, 2001	May 24, 2001	January 31, 2002	January 31, 2002 - June 30, 2002	(1)
MBNASeries Class B (2002-1)	The Bank of New York	May 24, 2001	May 24, 2001	February 28, 2002	February 28, 2002 - June 30, 2002	(1)
MBNASeries Class C (2002-1)	The Bank of New York	May 24, 2001	May 24, 2001	February 28, 2002	February 28, 2002 - June 30, 2002	(1)
MBNASeries Class A (2002-2)	The Bank of New York	May 24, 2001	May 24, 2001	March 27, 2002	March 27, 2002 - June 30, 2002	(1)
MBNASeries Class A (2002-3)	The Bank of New York	May 24, 2001	May 24, 2001	April 24, 2002	April 24, 2002 - June 30, 2002	(1)

MBNAT Series Class A (2002-4)	The Bank of New York	May 24, 2001	May 24, 2001	May 9, 2002	May 9, 2002 - June 30, 2002	(1)
MBNAT Series Class A (2002-5)	The Bank of New York	May 24, 2001	May 24, 2001	May 30, 2002	May 30, 2002 - June 30, 2002	(1)
MBNAT Series Class B (2002-2)	The Bank of New York	May 24, 2001	May 24, 2001	June 12, 2002	June 12, 2002 - June 30, 2002	(1)
MBNAT Series Class C (2002-2)	The Bank of New York	May 24, 2001	May 24, 2001	June 12, 2002	June 12, 2002 - June 30, 2002	(1)
MBNAT Series Class C (2002-3)	The Bank of New York	May 24, 2001	May 24, 2001	June 12, 2002	June 12, 2002 - June 30, 2002	(1)
MBNAT Series Class A (2002-6)	The Bank of New York	May 24, 2001	May 24, 2001	June 26, 2002	June 26, 2002 - June 30, 2002	(1)

Indenture Covenants and Conditions:

- (1) Indenture Sections - 310(a), 402(a), 701(a), 701(b), 907, 908(a) and 1201  
MBNAT Series Indenture Supplement Sections - 2.02(i)-(iv), 3.16 and 4.01(a)

MBNA AMERICA BANK, N.A.

MBNA MASTER CREDIT CARD NOTE TRUST

The undersigned, an Issuer Authorized Officer of MBNA America Bank, N.A. (the "Bank"), as Issuer pursuant to the Indenture dated as of May 24, 2001 by and between the Bank and The Bank of New York, as indenture trustee, (the "Indenture Trustee") does hereby certify that:

1. The Bank is Issuer under the Indenture.
2. The undersigned is duly authorized as required pursuant to the Indenture to execute and deliver this statement to the Indenture Trustee.
3. This statement is delivered pursuant to Section 1104 of the Indenture.
4. A review of the activities of the Issuer for the period May 24, 2001 through June 30, 2002 was conducted under my supervision.
5. Based on such review, the Issuer has, to my knowledge, fully performed all its obligations under the Indenture throughout such review period and no material default in the performance of such obligations has occurred or is continuing except as set forth in paragraph 6 below.
6. The following is a description of each material default in the performance of the Issuer's obligations under the provisions of the Indenture known to the undersigned to have been made during such review period which sets forth in detail (i) the nature of each such default, (ii) the action taken by the Issuer, if any, to remedy each such default and (iii) the current status of each such default:

"None"

IN WITNESS WHEREOF, the undersigned has duly executed this statement this 30th day of August 2002.

/s/Douglas O. Hart  
Name: Douglas O. Hart  
Title: Senior Executive Vice  
President

EXHIBIT D

FORM OF ANNUAL SERVICER'S CERTIFICATE

MBNA AMERICA BANK, N.A.

MBNA MASTER CREDIT CARD TRUST II

The undersigned, a duly authorized representative of MBNA America Bank, N.A. (the "Bank"), as Servicer pursuant to the Pooling and Servicing Agreement dated as of August 4, 1994 (the "Pooling and Servicing Agreement") by and between the Bank and The Bank of New York, as trustee, (the "Trustee") does hereby certify that:

1. The Bank is Servicer under the Pooling and Servicing Agreement.
2. The undersigned is duly authorized as required pursuant to the Pooling and Servicing Agreement to execute and deliver this Certificate to the Trustee.
3. This Certificate is delivered pursuant to Section 3.05 of the Pooling and Servicing Agreement.
4. A review of the activities of the Servicer during the twelve-month period ended June 30, 2002 was conducted under my supervision.

5. Based on such review, the Servicer has, to my knowledge, fully performed all its obligations under the Pooling and Servicing Agreement throughout such twelve-month period and no material default in the performance of such obligations has occurred or is continuing except as set forth in paragraph 6 below.

6. The following is a description of each material default in the performance of the Servicer's obligations under the provisions of the Pooling and Servicing Agreement known to the undersigned to have been made during such period which sets forth in detail (i) the nature of each such default, (ii) the action taken by the Servicer, if any, to remedy each such default and (iii) the current status of each such default:

"None"

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 15th day of August 2002.

/s/Douglas O.Hart  
Name: Douglas O. Hart  
Title: Senior Executive Vice  
President