

**AMENDED AND RESTATED  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 27 day of November, 1996 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and KAPPA EPSILON FRATERNITY, having its principal place of business in Stone Mountain, Georgia ("KEF") for themselves, and their respective successors and assigns.

WHEREAS, KEF and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of KEF; and

WHEREAS, KEF and MBNA America mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of KEF and/or other potential participants mutually agreed to by KEF and MBNA America.

- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by KEF during the term of this Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF KEF

- (a) KEF agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, KEF may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by KEF of said financial institution or the advertised Financial Service Product.
- (b) KEF agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) KEF authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) KEF shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain KEF's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, KEF shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by KEF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due KEF. The initial Mailing List shall contain at least sixteen thousand five hundred (16,500) names with corresponding postal addresses and, when available, telephone numbers.
- (f) KEF shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to KEF. Notwithstanding the above, KEF may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are

accurate and consistent with the then-current materials provided by MBNA America to KEF. Any correspondence received by KEF that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

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

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of KEF.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of KEF.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of KEF. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by KEF.

### 4. REPRESENTATIONS AND WARRANTIES

- (a) KEF and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
  - (i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) KEF represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. KEF will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

## 5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to KEF. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

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

## 6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

## 7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and KEF shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

## 8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on November 30, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

## 9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

## 10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or KEF, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

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

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the

Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by KEF to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, KEF shall not attempt to cause the removal of KEF's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

## 11. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), and 10(d) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to KEF:

KAPPA EPSILON FRATERNITY  
P.O. Box 870393  
Stone Mountain, GA 30087

ATTENTION: Carol May  
Executive Director

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
400 Christiana Road  
Newark, Delaware 19713

ATTENTION: Division Manager,  
Group Administration/Sales

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and KEF are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

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

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

KAPPA EPSILON FRATERNITY

MBNA AMERICA BANK, N.A.

By: *Dr Carol Ann May*

By: *Jim C. May*

Name: *Carol May*

Name: *Jim C May*

Title: *Executive Director*

Title: *Sector Director*

## SCHEDULE A

### TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

#### A. CREDIT CARD ACCOUNTS

1. There is NO annual fee for Non-Student Members.
2. There is NO annual fee for Student Members for the first year.
3. The annual fee when applied is:  
\$20.00 (Twenty Dollars) per Preferred  
Credit Card Account.
4. The current annual percentage rate Platinum Plus for Non-Student Members will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. The current annual percentage rate for Non-Student Members will be a fixed rate of 19.9%, or a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
6. The current annual percentage rate for Student Members will be a fixed rate of 19.9%, or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
7. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.

3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

**SCHEDULE B****ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay KEF a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

**A. CREDIT CARD ACCOUNTS**

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$0.25 (twenty five cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

**B. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

**C. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

**D. DEPOSIT ACCOUNTS**

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

## INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 22 day of September, 1997 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America") and KAPPA EPSILON FRATERNITY, INC., ("KAPPA EPSILON"), for themselves, and their respective successors and assigns, agree as follows:

1. KAPPA EPSILON and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Affinity Agreement, are parties to an affinity agreement, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of KAPPA EPSILON.
2. MBNA America may offer certain property /casualty insurance products, including but not limited to, auto insurance products (the "Insurance Products") to the members of KAPPA EPSILON and/or other potential participants mutually agreed to by KAPPA EPSILON and MBNA America (the "Members"). MBNA America shall select those programs and services of the Insurance Products MBNA America agrees to make available pursuant to this Addendum from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features.
3. KAPPA EPSILON authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. KAPPA EPSILON shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.
4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, KAPPA EPSILON shall provide MBNA America with an updated and current mailing list that contains the names, postal addresses and phone numbers of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristic (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least ten thousand (10,000) names with corresponding postal addresses and, when available, telephone numbers. MBNA America shall use the Mailing Lists provided pursuant to the Addendum consistent with this Addendum and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom Insurance Program material will not be sent. Each Mailing List is and shall remain the sole property of KAPPA EPSILON. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Addendum and/or the Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by KAPPA EPSILON.
5. KAPPA EPSILON hereby grants MBNA America and its affiliates a limited, exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by KAPPA EPSILON during the term of the Addendum (each, a "Trademark"). This license shall be transferred upon assignment of this Addendum and/or the Affinity Agreement. This license shall remain in effect for the duration of this Addendum and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. KAPPA EPSILON shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain KAPPA EPSILON's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in the Addendum prohibits KAPPA EPSILON from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Insurance Products.

6. KAPPA EPSILON agrees that during the term of this Addendum: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Insurance Products.

7. KAPPA EPSILON shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by KAPPA EPSILON that is intended for MBNA America (e.g., applications payments, inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

8. During the term of the Addendum, MBNA America shall pay quarterly compensation to KAPPA EPSILON as follows:

(a) \$3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Member who is responding to a contact made under the Insurance Program.

(b) \$5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.

9. MBNA America's payments to KAPPA EPSILON (i) are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Affinity Agreement, and the compensation referenced in the Affinity Agreement shall not apply to Insurance Products. All payments due under this Addendum are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then shall be made approximately forty-five (45) days after the end of each calendar quarter.

10. The terms of this Addendum, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Addendum ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Addendum or as mutually agreed in writing. MBNA America and KAPPA EPSILON shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

11. In the event of any material breach of this Addendum by MBNA America or KAPPA EPSILON, the other party may terminate this Addendum (but not the affinity Agreement) by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate the Addendum. If the breaching party does not cure or substantially cure such breach with sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Addendum shall terminate sixty (60) days after the Cure Period. Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such

delay or failure is caused by strikes, acts of God or the public enemy, riots incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

12. Upon termination of this Addendum, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) KAPPA EPSILON's shall not attempt to cause the removal of KAPPA EPSILON's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Addendum; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Addendum; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 10, 12 and 14 of this Addendum shall survive. MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Addendum to be communicated by KAPPA EPSILON to the Members. Such approval shall not be unreasonably withheld.

13. KAPPA EPSILON and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Addendum.

(a) It is duly organized, validly existing and in good standing.

(b) It has all necessary power and authority to execute and deliver this Addendum and to perform its obligations under this Addendum.

(c) This Addendum constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Addendum, except such as have been obtained and are in full force and effect.

(e) The execution, delivery and performance of this Addendum by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

14. KAPPA EPSILON represents and warrants to MBNA America as of the date hereof and throughout the term of this Addendum that it has the right and power to license the trademarks to MBNA America for use as contemplated by this Addendum. KAPPA EPSILON will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

15. This Addendum cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Addendum shall not be deemed a waiver of such right or any other rights. If any part of this Addendum shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Addendum which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. This Addendum shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

16. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all

of which together shall constitute one and the same instrument. This Addendum contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance. MBNA America may utilize the services of any third party in fulfilling its obligations under this Addendum.

17. MBNA America and KAPPA EPSILON are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Addendum. Nothing expressed or implied in this Addendum is intended or shall be construed to confer upon or give any person other than KAPPA EPSILON and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Addendum.

18. All notices relating to this addendum shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to KAPPA EPSILON:

KAPPA EPSILON FRATERNITY  
P. O. Box 870393  
Stone Mountain, GA 30087-0010

ATTENTION: Carol May  
Executive Director

(2) If to MBNA America:

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

ATTENTION: Insurance Division Manager

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

19. Notwithstanding any other provision of the affinity Agreement, the initial term of this Addendum will begin on the Effective Date and end on October 31, 2001. This Addendum will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party give written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days prior to the last date of such term or renewal term, as applicable. The expiration or termination of the Affinity Agreement shall not terminate this Addendum. If the Affinity Agreement expires or terminates, MBNA America may terminate this Addendum upon notice to KAPPA EPSILON. If

either MBNA America or KAPPA EPSILON becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment of the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Addendum.

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

KAPPA EPSILON FRATERNITY, INC.

REPRESENTATIVE

By: Carol May

Name: Carol May

Title: Executive Director

MBNA AMERICA BANK, N.A.

By: Howard E. Wallace

Name: HOWARD E. WALLACE

Title: SENIOR EXECUTIVE VICE PRESIDENT

**SELECT REWARDS ADDENDUM  
TO THE KAPPA EPSILON FRATERNITY AGREEMENT**



THIS ADDENDUM (the "Addendum") is entered into this 29<sup>th</sup> day of July, 2002, by and between KAPPA EPSILON FRATERNITY ("KAPPA EPSILON"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, KAPPA EPSILON and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of KAPPA EPSILON; and

WHEREAS, KAPPA EPSILON and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of KAPPA EPSILON's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, KAPPA EPSILON and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by KAPPA EPSILON under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. KAPPA EPSILON agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of KAPPA EPSILON's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, KAPPA EPSILON will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

KAPPA EPSILON FRATERNITY		MBNA AMERICA BANK, N.A.	
By: <u>Kappa Kappa Fraternity</u>	By: <u>Kelly</u>		
By: <u>NANCY A. STANKIEWICZ</u>			
Name: <u>Nancy A. Stankiewicz</u>	Name: <u>Kelly Firme</u>		
Title: <u>Executive Director</u>	Title: <u>EJP</u>		
Date: <u>July 29, 2002</u>	Date: <u>10/9/02</u>		

## Attachment #1

### I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. The current annual percentage rate is 11.99%.
- C. Customers may be able to select credit insurance or credit protection as a benefit under the Program.

### II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay KAPPA EPSILON a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days -- and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each

of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.



www.MBNA.com

MBNA Insurance Agency  
Wilmington, Delaware 19884

SAED  
TABO

June 24, 2003

Nancy A. Stankiewicz  
Executive Director  
Kappa Epsilon Fraternity, Inc.  
~~5800 Foxridge Drive~~  
~~Suite 115~~  
~~Mission, KS 66202~~

7700 Shawnee Mission Parkway  
Suite 201  
Overland Park, KS 66202

Dear Ms. Stankiewicz:

MBNA America Bank, N.A. ("MBNA") desires to terminate the Insurance Products Addendum dated September 22, 1997, wherein MBNA provides auto insurance products to members of Kappa Epsilon Fraternity ("KAPPA EPSILON"). In order to facilitate this termination we have prepared this letter to be executed by both parties.

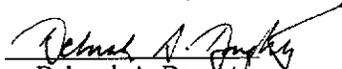
The Insurance Products Addendum, in its entirety, shall be deemed terminated effective as of July 31, 2003 (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Insurance Products Addendum unless such right or responsibility was intended to survive the termination of the Insurance Products Addendum by the terms of the Insurance Products Addendum. The termination of the Insurance Products Addendum shall not affect the remainder of the Affinity Agreement between KAPPA EPSILON and MBNA, as such agreement has been amended, which shall remain in force as if the Insurance Products Addendum was not apart thereof.

MBNA America Bank, N.A. may market insurance products without using KAPPA EPSILON name or trademarks to persons holding MBNA credit cards under the Affinity Agreement, as amended. Such insurance products will not generate any compensation for KAPPA EPSILON.

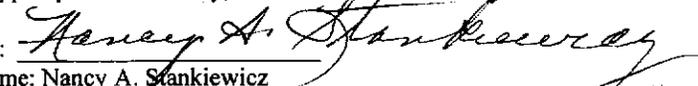
Within forty-five days of the end of the 2<sup>nd</sup> calendar quarter of 2003, MBNA shall pay compensation due to KAPPA EPSILON under the Insurance Products Addendum up to and through the Termination Date.

This letter shall bind and inure to the benefit of the successors and assigns of the parties. This letter contains the entire agreement between the parties regarding the termination and may be altered or amended only by written agreement signed by both parties. Any inconsistencies between this letter and the Insurance Products Addendum or the Affinity Agreement, as amended, shall be governed by this letter. The parties agree to keep the terms of this letter confidential. This letter shall be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this letter is deemed to be invalid, the balance of the letter shall remain in force as if such invalid portion was not contained herein. To acknowledge your agreement with the above, please countersign both copies of this letter where indicated below and return one to me.

Sincerely,  
MBNA America Bank, N.A.

By:   
Name: Deborah A. Doughty  
Title: Executive Vice President

Accepted and agreed to:  
Kappa Epsilon Fraternity, Inc.

By:   
Name: Nancy A. Stankiewicz  
Title: Executive Director

**FIA CARD SERVICES™**

FIA Card Services, DE5-001-08-02  
1100 N. King Street  
Wilmington, DE 19884

Tel: 800.441.7048

**VIA Overnight Delivery**

June 3, 2011

Ms. Carol May  
Executive Director  
Kappa Epsilon Fraternity  
P.O. Box 870393  
Stone Mountain, Georgia 30087

Dear Ms. May:

I am writing to inform you that following a comprehensive review of the Kappa Epsilon Fraternity credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Amended and Restated Affinity Agreement dated November 27, 1996, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 8 of the Agreement.

The Agreement's expiration date is November 30, 2011.

We have appreciated your endorsement.

Sincerely,



Marc F. Caren  
Vice President  
FIA Card Services, N.A.

CC: Ms. Nancy A. Stankiewicz  
Executive Director  
Kappa Epsilon Fraternity  
7700 Shawnee Mission Parkway, Suite 201  
Overland Park, KS 66202