

**A M E N D E D A N D R E S T A T E D
A F F I N I T Y A G R E E M E N T
A L P H A D E L T A P I**

This Agreement is entered into as of this 1st day of October, 2006 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Alpha Delta Pi Sorority, a non profit corporation having its principal place of business in Atlanta, Georgia ("ADPI") for themselves, and their respective successors and assigns.

WHEREAS, ADPI and Bank are parties to an Amended and Restated Affinity Agreement, as the same may have been amended (the "Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of ADPI; and

WHEREAS, ADPI and Bank mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ADPI and Bank 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 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 any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.
- (e) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which ADPI complies with the GIP provisions of this Agreement.
- (f) "Group Incentive Program" or "GIP" means any marketing or other program whereby ADPI conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (g) "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, 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.

(h) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, 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.

(i) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(j) "Member" means a member of ADPI and/or other potential participants mutually agreed to by ADPI and Bank.

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

(l) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

(m) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which ADPI complies with the GIP provisions of the Agreement.

(n) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

(o) "Royalties" means the compensation set forth in Schedule A.

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

2. RIGHTS AND RESPONSIBILITIES OF ADPI

(a) ADPI agrees that during the term of this Agreement it will endorse the Program exclusively and that neither ADPI nor any ADPI affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank.

Notwithstanding anything else in this Agreement to the contrary, ADPI may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ADPI of said financial institution or advertising for a Financial Service Product.

- (b) ADPI agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) ADPI authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program subject to ADPI's right of prior approval as provided in Section 2(d).
- (d) ADPI shall have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due ADPI. In the event such costs exceed Royalties then due ADPI, ADPI shall promptly reimburse Bank for all such costs.
- (e) Within thirty (30) days following the request of Bank, ADPI shall provide Bank with the Mailing List free of any charge, but in no event more frequently than four (4) times in any twelve (12) month period; provided, however, that ADPI shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that ADPI not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by ADPI or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due ADPI. ADPI shall provide the first Mailing List, containing at least one hundred fifteen thousand (115,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after ADPI's execution of this Agreement.
- (f) ADPI shall, and shall cause any ADPI affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to ADPI. Notwithstanding the above, ADPI 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 Bank to ADPI. Any correspondence received by ADPI that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.
- (g) ADPI hereby grants Bank 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 permitted 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. ADPI shall provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after ADPI's execution of this Agreement. Nothing stated in this Agreement prohibits ADPI 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.

(h) ADPI shall permit Bank to advertise the Program only on the "Licensed Vendors" web page within the internet site of ADPI, subject to all applicable terms and conditions contained in this Agreement. Bank may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle ADPI to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. ADPI shall modify or remove such advertisements within twenty-four (24) hours of Bank's written request.

3. RIGHTS AND RESPONSIBILITIES OF BANK

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

(b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program subject to ADPI's right of prior approval as provided in Section 2(d) above. Bank 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 ADPI.

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

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

(e) Bank 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. Bank 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 ADPI. However, Bank 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 Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by ADPI.

4. REPRESENTATIONS AND WARRANTIES

(a) ADPI and Bank 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 negotiation, 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) ADPI represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. ADPI will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program, provided that such use is in accordance with the terms and conditions contained in this Agreement. 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, Bank shall pay Royalties to ADPI. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, 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, Bank will provide ADPI with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), and associated transaction dollar volume made during the preceding calendar quarter on consumer Credit Card Accounts.

(c) Upon the written request of ADPI, but no more frequently than one (1) request in any twelve (12) month period, Bank shall provide ADPI with system reports generated by Bank containing all the information which both (i) formed the basis of Bank's calculation of the Royalties due ADPI since the last request was made or, if no previous request was made hereunder, for the last years Royalty calculations performed by Bank, and (ii) may be disclosed by Bank without violating any legal rights of any third party or obligation of Bank. Such reports shall be certified by an officer of Bank as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by Bank, at ADPI's expense, if ADPI so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

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. Bank and ADPI 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 requested by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on April 30, 2011. 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 Bank or ADPI, 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 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 Bank or ADPI becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement by giving written notice of such termination in accordance with Section 12(f) of this Agreement.

(c) Upon termination of this Agreement, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank 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, Bank may conclude all solicitation that is required by law.

(d) Bank 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 ADPI or any ADPI affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ADPI shall not attempt to cause the removal of ADPI'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; provided, however, Bank shall not have the right to issue any new credit devices, checks, records or other instruments containing ADPI's identification and Trademarks after termination of this Agreement.

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

(f) For a one (1) year period following the termination of this Agreement for any reason, ADPI agrees that neither ADPI nor any ADPI affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, ADPI may, after termination of this Agreement, offer

persons who were Customers the opportunity to participate in another credit or charge card program endorsed by ADPI provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

- a) Bank shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by ADPI pursuant to any GIP. In that regard, ADPI shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle ADPI to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by ADPI as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Account Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by ADPI pursuant to any GIP. Bank shall have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of ADPI pursuant to any GIP shall be deducted from any or all Royalty payments due ADPI under this Agreement.
- (e) ADPI shall comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

12. 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), 10(d) and 10(f) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights. No such waiver shall be valid unless it

is in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

(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 ADPI:

Alpha Delta Pi Sorority
1386 Ponce de Leon Avenue, N. E.
Atlanta, Georgia 30306

ATTENTION: Executive Director

(2) If to FIA Card Services, N. A.:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National 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. Without the prior written consent of Bank, which shall not be unreasonably withheld, ADPI may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of ADPI. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

(h) Bank and ADPI 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. This Agreement shall not be construed as creating a partnership or joint venture between Bank and ADPI.

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

(j) ADPI recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, ADPI agrees that it shall not engage in any act of moral turpitude so as to adversely affect these assets.

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

(l) 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.

ALPHA DELTA PI SORORITY

FIA CARD SERVICES, N. A.

By: Linda A. Ablard

By: Jacob J. J...

Name: Linda W. Ablard

Name: Jake Freg...

Title: Executive Director

Title: SVP

Date: 10-3-06

Date: 12/4/06

Note: This Agreement is void and shall be of no legal force and effect unless it is duly executed by ADPI, without any alteration thereto, and returned to Bank within forty-five (45) days of the date of Bank's execution thereof. This contingency may be waived by Bank in its sole discretion at any time.

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay ADPI a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for ADPI employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$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 Bank (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

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- 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 certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

- 1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
- 2. 0.25% (twenty-five 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 certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. ROYALTY ADVANCES

- 1. Within forty-five (45) days after the full execution of this Agreement and within 5 day of each annual anniversary of the Effective Date through and including April 30, 2011, Bank shall pay to ADPI the sum of \$91,400 (ninety-one thousand four hundred dollars) (each, an "Advance") as an Advance against future Royalties, subject to the provisions set forth below. All Royalties accrued under the Agreement as of July 31, 2006 shall, in lieu of direct payment to ADPI, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ADPI as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to ADPI hereunder, and (y) ADPI hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur, provided however, that in no event shall the Advances be

Handwritten signature and date: 12/29/06

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FAX NO. 3024321830

recoupable by ADPI to Bank if the total amount of the Advances has been fully recouped by Bank:

- (i) the Agreement is terminated prior to April 30, 2011, if such termination is not in response to an uncured breach of this Agreement by Bank;
- (ii) ADPI materially breaches any of its obligations under this Agreement and does not cure such breach as provided in Section 10 of this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) Alpha Delta Pi directly and indirectly, endorses, sponsors or promotes any Financial Service Product of any entity other than Bank during the term of this Agreement in violation of the terms and conditions contained herein.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to ADPI in prior years, and pays ADPI Royalties accrued by ADPI over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

F. ROYALTY GUARANTEE

December 31

ADPI shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$457,000 (four hundred-fifty seven thousand dollars) (the "Guarantee Amount") by April 30, 2011, subject to the provisions set forth below. If as of April 30, 2011 ADPI has not accrued \$457,000 in Royalties, Bank will pay ADPI an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ADPI from ~~Jan 1, 2006~~ 2006 through April 30, 2011 and the amount of any unrecovered Advances. Notwithstanding the foregoing, this Royalty guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1 above.

*John
LNU
12/20/06*

FIA CARD SERVICES™

April 27, 2011

Executive Director
Alpha Delta Pi Sorority
1386 Ponce de Leon Avenue, N.E.
Atlanta, Georgia 30306

RE: Amendment and Extension of Agreement

Dear Sir or Madame:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and Alpha Delta Pi Sorority ("ADPS") would like to extend the current term of the Amended and Restated Affinity Agreement entered into as of October 1, 2006 wherein Bank provides financial services products to customers of ADPS (the "Agreement"). On a date even with the execution of this letter agreement the notice of non-renewal Bank sent to ADPS dated January 26, 2011 shall be deemed void.

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new agreement or amended and restated agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to June 30, 2011, and, thereafter, the term of the Agreement shall automatically extend for renewal periods of sixty (60) days, until either party gives written notice of its intention not to renew the Agreement. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

The parties agree that the third sentence in Section 10(d) of the Agreement is hereby deleted and replaced with the following:

"Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use Trademarks in connection with existing Credit Card Accounts and Reward Credit Card Accounts and those Credit Card Accounts and Reward Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. ADPI shall not attempt to cause the removal of Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute two copies of this letter where indicated below and fax one copy and return both originals.

Sincerely,


Kristen Silva
Senior Vice President
Fax #: 804.264.1700

Accepted and agreed:

FIA CARD SERVICES, N.A.

By: 

Name: Kristian Hawner-Scott

Title: SVP Contract COE
5/16/11

ALPHA DELTA PI SORORITY

By: 

Name: Linda Ablard

Title: Executive Director