

**AMENDED AND RESTATED  
AFFINITY AGREEMENT**

*DMC*

This Agreement is entered into as of this 1<sup>st</sup> day of July, 2001 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and KAPPA DELTA RHO FRATERNITY, having its principal place of business in 311 South Main Street, Greensburg, PA ("KDRF") for themselves, and their respective successors and assigns. *331*  
*CBM*

WHEREAS, KDRF and First Tennessee Bank ("FTB") were parties to a Cardmember Sponsor Agreement dated as of May 21, 1999, as the same may have been amended (the "Original Agreement"), wherein FTB provided certain financial services to certain persons included in certain lists provided to FTB by or on behalf of KDRF; and

WHEREAS, FTB assigned to MBNA America, and MBNA America assumed, the Original Agreement in connection with FTB's sale to MBNA America of certain credit card accounts, including the credit card accounts generated pursuant to the Original Agreement; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program and pursuant to the Original Agreement.
- (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, and travel and entertainment card programs.
- (e) "Group Incentive Program " or "GIP" means any marketing or other program whereby KDRF conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which KDRF complies with the GIP provisions of this Agreement.

(g) "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 and e-mail addresses~~ of Members segmented by zip codes or reasonably selected membership characteristics. *IBM*

(h) "Member" means a member of KDRF and/or other potential participants mutually agreed to by KDRF and MBNA America. *Jme*

(i) "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.

(j) "Royalties" means the compensation set forth in Schedule B.

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

(l) "KDRF Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with KDRF.

## 2. RIGHTS AND RESPONSIBILITIES OF KDRF

(a) KDRF agrees that during the term of this Agreement it will endorse the Program exclusively and that neither KDRF nor any KDRF 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 MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (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 MBNA America; 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 MBNA America. Notwithstanding anything else in this Agreement to the contrary, KDRF may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by KDRF of said financial institution or the advertised Financial Service Product.

(b) KDRF agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) KDRF authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements and/or ~~telephone~~ for participation in the Program.

(d) KDRF shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due KDRF. In the event such costs exceed Royalties then due KDRF, KDRF shall promptly reimburse MBNA America for all such costs.

*GRAM*  
(e) Upon the request of MBNA America, KDRF shall provide MBNA America with the Mailing Lists free of any charge; provided, however, that KDRF shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that KDRF not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by KDRF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due KDRF. KDRF shall provide the initial Mailing List, containing at least sixteen thousand (16,000) non-duplicate names (of persons at least eighteen years of age) with corresponding valid postal addresses ~~and, when available, telephone numbers and e-mail addresses,~~ as soon as possible but no later than thirty (30) days after KDRF's execution of this Agreement. *DM*

(f) KDRF shall, and shall cause any KDRF Affiliates to, 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 KDRF. Notwithstanding the above, KDRF 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 KDRF. Any correspondence received by KDRF 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) KDRF 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. KDRF shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after KDRF's execution of this Agreement. Nothing stated in this Agreement prohibits KDRF 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) KDRF shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of KDRF. MBNA America 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 KDRF to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. KDRF shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

### 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 KDRF.
- (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 KDRF.
- (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 KDRF. 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 KDRF.

### 4. REPRESENTATIONS AND WARRANTIES

- (a) KDRF 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) KDRF 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, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. KDRF 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 (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. 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 KDRF. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). 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 KDRF with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (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,~~

~~and only if KDRF agrees in writing to changes.~~

O:Dept/Sales\_K/Contract/K/kappa delta rho Inc  
5/31/01

Proceeds with the execution of Agreement under original terms of Section 6.

10-10-01  
[Handwritten initials and signature]

Dre

[Handwritten signature]

(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) KDRF 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, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. KDRF 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 (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. 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 KDRF. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). 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 KDRF with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (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, <sup>if and</sup> <sup>may</sup> only if KDRF agrees in writing to changes.

*MBM*  
*Dr*

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 KDRF 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 May 21, 2006. 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 KDRF, 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 KDRF 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.

(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 KDRF or any KDRF Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, KDRF shall not attempt to cause the removal of KDRF'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.

(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 either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America 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, KDRF agrees that neither KDRF nor any KDRF 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, KDRF may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the KDRF 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 MBNA America, or offered any terms or incentives different from that offered to all Members.

## 11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by KDRF pursuant to any GIP. In that regard, KDRF shall give MBNA America 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 KDRF to the Royalty specified in Schedule B, 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 KDRF 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 Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by KDRF pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of KDRF pursuant to any GIP shall be deducted from any or all Royalty payments due KDRF under this Agreement.

(e) KDRF shall comply with MBNA America'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.

(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 KDRF:

KDRF  
311 South Main Street  
Greensburg, PA 15601

ATTENTION: Chris Miller  
Executive Director

Fax #: (724) 838-7101

- (2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Rodney Square  
Wilmington, Delaware 19884

ATTENTION: ~~James K. Kallstrom~~ Michael S. Schuch  
Director of National Sales

Fax #: (302) 432-0261

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. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and KDRF 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 KDRF 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 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.

(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 DELTA RHO FRATERNITY

MBNA AMERICA BANK, N.A.

By: Christopher B. Miller

By: Douglas A. Cummings

Name: Christopher B. Miller

Name: Douglas A. Cummings

Title: Executive Director

Title: Senior Executive V.P.

Date: 8-2-2001

Date: 1-11-02

## 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:

### CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for new accounts will be a fixed rate of 15.99% for a Credit Card Account opened by a Customer who is identified by KDRF or the Customer as a student member of KDRF ("Student Customer") (such account referred to as a "Student Credit Card Account"), and a fixed rate of 12.99% for a Credit Card Account opened by a Customer who is not a Student Customer (such account referred to as an "Alumni(ae) Credit Card Account").
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened after the Effective Date of this Agreement, which remains open for at least ninety (90) consecutive days.
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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni(ae) 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)). All Credit Card Accounts which were generated pursuant to the Original Agreement and which cannot be identified by the type of Member (Student vs. Alumni(ae)) who opened the account, shall be treated as Alumni(ae) Credit Card Accounts for purposes of this Schedule B.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Student 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. GIP ACCOUNTS

1. \$30.00 (thirty dollars) for each GIP Account opened after the Effective Date of this Agreement by a Student Customer, 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 within the first ninety (90) consecutive days of the GIP Account's opening which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
  
2. \$30.00 (thirty dollars) for each GIP Account opened after the Effective Date of this Agreement by an Alumni(ae) Customer, 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 within the first ninety (90) consecutive days of the GIP Account's opening which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

The National Fraternity of Kappa Delta Rho, Inc. GOLD OPTION & GOLD RESERVE ADDENDUM <sup>ser</sup>

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 10 day of January, 2005, by and between ~~Kappa Delta Rho Fraternity~~ ("KDRF") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, KDRF and MBNA America are parties to an Amended and Restated Affinity Agreement, dated July 1, 2001, 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 KDRF; and

WHEREAS, KDRF and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option") and Gold Reserve product ("Gold Reserve") (i) as financial services provided by MBNA America and (ii) as additional parts of the 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 agreements contained herein, KDRF and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum
2. The parties agree that Gold Option and Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option and/or Gold Reserve to some or all of the persons included on the lists provided by KDRF under the Agreement.
3. KDRF agrees to (i) exclusively endorse Gold Option and Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option or Gold Reserve. Subject to the foregoing, all of KDRF's promises arising from its exclusive arrangements with MBNA America in the Agreement shall equally apply to Gold Option and Gold Reserve.
4. During the term of the Agreement, KDRF will receive the royalties set forth on Attachment #1, for Gold Option accounts and Gold Reserve accounts opened pursuant to the Program and that have active charging privileges. Gold Option and Gold Reserve compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement, including the Group Incentive Program, shall not apply to Gold Option accounts or Gold Reserve accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, KDRF shall not take action to cause the removal of KDRF's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, KDRF hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. KDRF represents and warrants that KDRF has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware 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 or 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 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.

The National Fraternity of Kappa Delta Rho, Inc.

~~KAPPA DELTA RHO FRATERNITY~~

MBNA AMERICA BANK, N.A.

By: Joseph E Rees II  
Name: Joseph E Rees, II  
Title: Executive Director  
Date: 1/10/05

By: [Signature]  
Name: Andrew Rose  
Title: Serv  
Date: 4/22/05

## ATTACHMENT #1

I. Descriptions

These descriptions are 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, these descriptions may be adjusted or amended by MBNA America from time to time.

A. Gold Option

- 1) Gold Option is a no annual fee revolving loan-type product.
- 2) Customers can request that checks be drawn upon a predetermined line of credit.
- 3) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- 4) Monthly payments may be tailored to customer's monthly needs.

B. Gold Reserve

- 1) Gold Reserve is a no annual fee revolving loan-type product.
- 2) Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
- 3) The customer may request more checks from MBNA America on a periodic basis.

II. RoyaltiesA) Gold Option:

- 1) \$5.00 (five dollars) for each new Gold Option account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed (each, a "Gold Option Account").
- 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 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 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.

B) Gold Reserve:

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