

**OMICRON DELTA KAPPA
AMENDED AND RESTATED AGREEMENT**

This Agreement is entered into by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and OMICRON DELTA KAPPA, having its principal place of business in Lexington, Kentucky (hereinafter referred to as "ODK") for themselves, their successors and assigns.

WHEREAS < ODK entered into an agreement with MBNA America and Trans National Group Services, a Massachusetts corporation with principal offices in Boston, Massachusetts ("TNGS") last dated June 7, 1991 (the "Original Agreement");

WHEREAS, MBNA America and TNFS Limited Partnership, a successor in interest to TNGS, have entered into an assignment agreement providing MBNA America with all of the rights and privileges associated with the Original Agreement, and

WHEREAS, MBNA America is responsible for the administration of the Financial Services (as hereinafter defined); and

WHEREAS, the parties wish to continue their relationship pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means March 31, 1999, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, deposit services, and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of ODK (including but not limited to both student members ("Student Members") and alumni members ("Alumni Members")) plus other participants mutually agreed to by ODK and MBNA America.

(g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.

(h) "Trademarks" means any logo, servicemark, tradename, or trademark presently used or acquired by ODK during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate ODK with Royalties generated thereby, and ODK agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF ODK

(a) ODK agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. ODK will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. ODK further agrees that during the term of this Agreement, no ODK publication shall carry advertisements for any other Financial Services.

(b) ODK authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) ODK shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either ODK's Trademark or the endorsement of ODK, which shall not be unreasonably withheld or delayed.

(d) ODK shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by ODK.

(e) ODK shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ODK.

(f) ODK warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. ODK hereby grants MBNA America a limited, non-exclusive license to use its 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 of any successor corporation or organization as well as any Trademarks used or acquired by ODK during

the term of this Agreement. Nothing stated in this Agreement prohibits ODK from granting to other persons a license to use the Trademark in conjunction with the provision of any other service or product, except for any Financial Services.

(g) ODK shall provide MBNA America with a subscription without charge to any and all ODK publications.

4. 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 approval of all advertising and solicitation materials concerning or related to the Program.

(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 an individual Customer's or Member's accounts independent of ODK.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of ODK. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by ODK.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to ODK all Royalties set forth in Schedule A and Schedule B, attached and incorporated herein. ODK shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS @-9 form.

6. CROSS INDEMNIFICATION

ODK and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by ODK or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license

granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform ODK prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and ODK expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and ODK shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provision of this Section 8.

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning March 31, 1994 until March 31, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedules A and B are accurate as of March 31, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval, which approval shall not be unreasonably withheld, of any notice in connection with, relating or referring to the termination of this Agreement communicated by ODK to the Members. Upon termination or expiration of this Agreement, ODK shall not take action with MBNA America or any other person to cause the removal of ODK's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement 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.

11. TERMINATION

(a) In the event of any material breach or default of this AGREEMENT by MBNA America or ODK, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or ODK 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 this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, 9(c), and 12(b) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future 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 invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to ODK:

OMICRON DELTA KAPPA
University of Kentucky National Headquarters
Bradley Hall, Suite 118
Lexington, Kentucky 40506

Attention: Mr. Bill Zerman
Executive Director

(ii) If to MBNA America:

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

Attention: Mr. Terrance R. Flynn
Senior Executive Vice President

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

If ODK is providing MBNA America with notice pursuant to Section 9(a) herein, ODK must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers, or agents shall be valid and binding. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, ODK may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of ODK.

(h) It is agreed and understood that MBNA America and ODK are not agents, representatives or employees of each other.

(i) ODK recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, ODK agrees that it shall not conduct itself in a manner which may impinge on these assets. In the event MBNA America determines that ODK does not so conduct itself, MBNA America may immediately terminate this Agreement.

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

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

OMICRON DELTA KAPPA

Dated this 5 day
of APRIL, 1994

By: *Paul S. Punzetta*
Title: NADAM TREASURER

MBNA AMERICA BANK N.A.

Dated this day
of , 1994

By: *[Signature]*
Title: _____

SCHEDULE A

I. TERMS AND FEATURES

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS (ALUMNI MEMBERS)

- o There is NO Annual Fee for the first year for the Members.
- o The Annual Fee when applied is: \$40.00 Gold Credit Card Account.
 \$20.00 Preferred Credit Card Account.
- o The current Annual Percentage Rate for Members will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

B. CREDIT CARD ACCOUNTS (STUDENT MEMBERS)

- o There is NO Annual Fee for the first year for the Members.
- o The Annual Fee when applied is: \$20.00 Preferred Credit Card Account.
- o The current Annual Percentage Rate for Members will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

C. GOLD RESERVE ACCOUNTS (ALUMNI)

- o There is NO Annual Fee for the first six months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- o The current Annual Percentage Rate is 17.9%.

D. GOLD OPTION ACCOUNTS (ALUMNI)

- o There is NO Annual Fee for the Members.
- o The current Annual Percentage Rate is 15.9%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay ODK a Royalty calculated according to the following schedule, for those accounts with active charging privileges.

A. CREDIT CARD ACCOUNTS (ALUMNI AND STUDENTS)

- o \$1.00 for every new Credit Card Account opened by a Member of ODK, which remains open for at least ninety (90) days.
- o \$1.00 for each year an Alumni Credit Card Account is renewed and an Annual fee is paid by a Customer.
- o \$3.00 for each year a Student Credit Card Account is renewed and an Annual fee is paid by a Customer.
- o .40 of 1% of all retail purchase transactions (net of any refunds, returns and fraudulent transactions, which shall be deducted by MBNA America) made by Alumni Customers.
- o .15 of 1% of all retail purchase transactions (net of any refunds, returns and fraudulent transactions, which shall be deducted by MBNA America) made by Student Customers.
- o ODK will receive 2% of net phone transaction volume (net refunds and fraudulent calls) made through these benefits by Members who have a credit card account in good standing opened pursuant to the Program. Phone transactions will not qualify for any other transaction-based royalty.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS (ALUMNI)

- o \$0.50 for each Gold Reserve account opened during each calendar year as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.

- o \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS (ALUMNI)

- o \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- o \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

SCHEDULE B
DEPOSIT SERVICES

A. RATES

i. Money Market Deposit Account ("MMDA")

- o Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- o Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over, balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- o Customers may write up to three (3) checks per statement cycle.
- o Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

ii. Certificate of Deposit Account ("CD")

- o The interest rate for the stated term of the CD is guaranteed to stay the same.
- o Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- o There will be penalties assessed for early withdrawal according to the terms of the CD.
- o Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

iii. Money Market Deposit & Certificate of Deposit Account

- o All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- o Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number as been provided and funds are subsequently collected) and such interest will be compounded daily.
- o A minimum deposit of at least \$2,500 is required to establish each account.
- o MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

B. ROYALTIES

- o Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of average MMDA deposits of ODK Members obtained by MBNA America pursuant to the Program.
- o Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of ODK Members obtained by MBNA America pursuant to the Program.
- o MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each Calendar Quarter.

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ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the _____ day of _____, 199____, by and between OMICRON DELTA KAPPA ("ODK") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ODK 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 "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ODK; and

WHEREAS, ODK and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

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

1. Effective as of January 1, 1995, the terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$1.00 (one dollar) 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 other 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.

2. 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.

3. 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 or 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.

OMICRON DELTA KAPPA

By: William S. Zerman

Name: William S. Zerman 11/4/94

Title: Exec. Director

MBNA AMERICA BANK, N.A.

By: Howard C. Wallace

Name: Howard C. Wallace

Title: Executive Vice President

**TERM EXTENSION ADDENDUM TO THE OMICRON DELTA KAPPA
AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 24 day of February, 2000 by and between Omicron Delta Kappa Society, Inc. ("ODK"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ODK and MBNA America are parties to an affinity agreement last dated April 5, 1994, as the same was amended by addendum last dated November 4, 1994 (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 ODK; and

WHEREAS, ODK and MBNA America mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ODK 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. The current term of the Agreement is hereby extended to end on March 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current 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. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. Section 1 of the Agreement is hereby amended by adding the following new subsections (i) and (j):

(i) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

(j) "Customer" means any Member who is a participant in the Program. "Student Customer" means a Customer who is identified by ODK or the Customer as an undergraduate or graduate student Member of ODK. "Alumni Customer" means a Customer who is not a Student Customer.

4. Schedule A of the Agreement is hereby amended by deleting Section II.A., and any addendum thereto, in its entirety and replacing this with the following:

A. CREDIT CARD ACCOUNTS

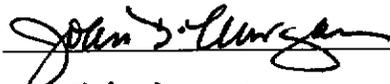
1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a 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. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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)).
4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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)).
5. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

5. In addition to ODK's obligations under the Agreement to exclusively endorse the Program, ODK agrees that during the term of this Agreement it will not 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.

6. Except as amended by this Addendum, all 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. 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.

OMICRON DELTA KAPPA

By: 
Name: John D. Morgan
Title: Executive Director
Date: 2/24/00

MBNA AMERICA BANK, N.A.

By: 
Name: Michael J. DeWitt
Title: SEVP
Date: 3/6/00

GROUP INCENTIVE PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 27th day of March, 2002 by and between OMICRON DELTA KAPPA SOCIETY, INC. ("ODK") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ODK 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 ODK; and

WHEREAS, ODK and MBNA America mutually desire to amend the Agreement to include the GIP (as defined below) program as another aspect of ODK'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 agreements contained herein, ODK and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby ODK conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
3. When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which ODK complies with the GIP provisions of this Addendum.
4. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by ODK pursuant to any GIP. In that regard, ODK 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 ODK to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.
5. All marketing materials generated as a result of such GIP programs shall be coded by ODK for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.
6. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by ODK pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

7. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of ODK pursuant to any GIP shall be deducted from any or all compensation payments due ODK under this Addendum or the Agreement.

8. ODK 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.

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does this
take place:
✓
acc to
Bonnie
for
Lindsay
F.*

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9. During the term of the Agreement, MBNA America will pay ODK a royalty calculated below, for those credit card accounts opened pursuant to a GIP program:

\$30.00 (thirty dollars) for each 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 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 GIP Accounts will not qualify for any other opening-of-an-account Royalty.

10. 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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America 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.

11. 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.

OMICRON DELTA KAPPA SOCIETY, INC. MBNA AMERICA BANK, N.A.

By: 

Name: JOHN D. MORGAN

Title: EXECUTIVE DIRECTOR

Date: 3/20/02

By: 

Name: Michael Durrah

Title: SE VP

Date: May 6, 2002

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of April, 2006 by and between Omicron Delta Kappa Society, Inc. ("ODK"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ODK and MBNA America are parties to an amended and restated affinity agreement, dated as of April 5, 1994, as the same may have been amended by addendums dated November 4, 1994, February 24, 2000 and March 20, 2002 (the amended and restated affinity agreement and all amendments and addenda thereto, collectively 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 ODK; and

WHEREAS, ODK and MBNA America mutually desire to extend the term of the Agreement and adjust the royalty payments for all previously offered financial service products and add new products to the royalty schedule;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ODK 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. The current term of the Agreement is hereby extended to end on March 31, 2011. Thereafter, the Agreement shall automatically extend at the end of the current 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. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The royalty provisions set forth in Section II of Schedule A, Section B of Schedule B and in certain of the addenda in the Agreement are hereby replaced in their entirety by the following:

SCHEDULE C

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay ODK a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of consumer accounts for ODK 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, 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 Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni Customer 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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Student Customer 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 Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. .50% (one half of one percent) for all retail purchase transaction dollar volume generated by an Alumni Customer using an Alumni Customer 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)).
5. .40% (four tenths of one percent) for all retail purchase transaction dollar volume generated by a Student Customer using an Student Customer 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)).
6. .50% (five tenths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions) for the period commencing on April 1, 2006 and ending on March 31, 2007.

.25 (one quarter of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions) for the period commencing on April 1, 2007 and ending on March 31, 2008.

.10% (one tenth of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account or (excluding those transactions that relate to refunds, returns and/or unauthorized transactions) for the period commencing on April 1, 2008 and ending on March 31, 2009. No royalty compensation shall be paid for cash advance or cash equivalent transaction dollar volume after March 31, 2009.

B. BUSINESS CREDIT CARD ACCOUNTS

Business 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 Business Credit Card Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

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.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for 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 basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for 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. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business 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.
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 Business 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 Business 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.

F. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business 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.
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 Business 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 Business 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.

G. 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. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00416666%) of the average MMDA Deposits.
2. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00416666%) of the average CD Deposits.

H. GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account opened (whether a Business GIP Account, Reward GIP Account or Consumer GIP Account) 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 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 GIP Accounts will not qualify for any other opening-of-an-account Royalty.

I. 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. 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 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.

3. 0.20% (twenty basis points) 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)).

J. BUSINESS REWARD ACCOUNTS

Business Reward 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 Business Reward Credit Card Accounts.

1. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Business Reward 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)).

K. ROYALTY ADVANCE

1. Within Forty-five (45) days after the execution of this Addendum by both parties (provided MBNA America has received prior to such date new and updated Mailing Lists), and annually on April 1, 2007, and for the subsequent three years up to and including April 1, 2010, on such date (or the next business day if any such date is not a business day) MBNA America shall pay to ODK the sum of forty thousand dollars (\$40,000) (each an "Advance" and collectively, the "Advances") as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to ODK be applied to the Advances until such time as all Advances are fully recouped. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to ODK hereunder, and (y) ODK hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Addendum as of the Effective Date;
- (ii) ODK breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least five(5) direct mail campaigns to the full updated Mailing Lists during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing Lists during each consecutive twelve month period during the term of the Agreement; and

(v) ODK endorses, sponsors or promotes any Financial Service Product to Members with any entity other than MBNA America.

2. ODK agrees to use Two Thousands Dollars (\$2,000) of each advance to support events in which MBNA is a sponsor. The designation of MBNA America as a sponsor for such events is subject to MBNA America's prior written approval.

L. ROYALTY GUARANTEE

ODK shall be guaranteed to accrue Royalties equal to two hundred thousand dollars (\$200,000) (the "Guarantee Amount") by the end of the initial term of this Addendum. Notwithstanding the foregoing, this Guarantee Amount and any representation, warranty, covenant, responsibility or obligation of MBNA America hereunder shall be expressly contingent upon the continued satisfaction by ODK of all representations, warranties, covenants, responsibilities and obligations set forth in the terms and provisions of the Agreement as modified by the Addendum.

4. DEFINITIONS

Add to the "Definitions" in Section 1 of the Agreement the following:

"Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

"Business GIP Account" means a Business Credit Card Account opened pursuant to a GIP in which ODK complies with the GIP provisions of this Agreement.

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

"Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.

"Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

"Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.

“Business Reward GIP Account” means a Business Rewards Account opened pursuant to a GIP in which ODK complies with the GIP provisions of the Agreement.

“Consumer GIP Account” means a Business Credit Card Account opened pursuant to a GIP in which ODK complies with the GIP provisions of this Agreement.

“Gold Option Account” means a GoldOption® (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.

“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.

“Reward Credit Card Account” means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

“Reward Enhancement” means the frequent travel reward or loyalty reward Credit Card Account enhancement as provided through MBNA America 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 MBNA America from time to time, in its sole discretion.

“Reward GIP Account” means a consumer Reward Credit Card Account opened pursuant to a GIP in which ODK complies with the GIP provisions of the Agreement.

5. Except as amended by this Addendum, all 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 (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. 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. Certain Financial Service Products or services under the 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.

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.

OMICRON DELTA KAPPA SOCIETY, INC.

MBNA AMERICA BANK, N.A.

By: *John D. Morgan*
Name: *John D. Morgan*
Title: *EXECUTIVE Director*
Date: *3 | 22 | 06*

By: *Jake Pigo*
Name: *Jake Pigo*
Title: *EVP*
Date: *4 | 13 | 06*