

## AGREEMENT

This Agreement is entered into as of this 15 day of Nov 1999 (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 PHI THETA KAPPA INTERNATIONAL HONOR SOCIETY, a non-profit association having its principal place of business at 1625 Eastover Drive, Jackson, Mississippi ("PTK") for themselves, and their respective successors and assigns.

### 1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Traditional Student Customer" means a Customer who is identified by PTK, to MBNA America's reasonable satisfaction, as a person who is neither a Non-traditional Student Customer, a Visionary Customer, nor a Faculty and Advisor Customer.
  - (ii) "Non-traditional Student Customer" means a Customer who is identified by PTK, to MBNA America's reasonable satisfaction, as a student who is enrolled in a two-year college and is employed.
  - (iii) "Visionary Customer" means a Customer who is identified by PTK, to MBNA America's reasonable satisfaction, as a two-year college graduate, or any member whose graduation date has passed.
  - (iv) "Faculty and Advisor Customer" means a Customer who is identified by PTK, to MBNA America's reasonable satisfaction, as a "Faculty and Advisor" at a two-year college, who participates in the Society.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members and participants in PTK and/or such other potential participants in the Program as may be mutually agreed to by PTK and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

(i) "Trademarks" means any design, image, visual representation, logo, servicemark, trade dress, trade name, or trademark used or acquired by PTK during the term of this Agreement.

(j) "PTK Affiliate" means any entity controlling, controlled by or under the common control with PTK.

## **2. RIGHTS AND RESPONSIBILITIES OF PTK**

(a) PTK agrees that during the term of this Agreement it will endorse the Program exclusively and that neither PTK nor any PTK Affiliate shall, by itself or in conjunction with others directly or indirectly (i) sponsor, advertise, aid, develop or market, 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 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, PTK may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by PTK of said financial institution or the advertised Financial Service Product.

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

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

(d) PTK shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain PTK's 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 PTK. In the event such costs exceed Royalties then due PTK, PTK shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, PTK shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by PTK or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due PTK. PTK shall provide the initial Mailing List, containing at least two hundred thousand (200,000) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after PTK's execution of this Agreement.

(f) PTK shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to PTK. Notwithstanding the above, PTK 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 PTK. Any correspondence received by PTK 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) PTK 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. PTK 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 PTK's execution of this Agreement. Nothing stated in this Agreement prohibits PTK from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

### **3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of PTK.
- (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 PTK.
- (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 PTK. 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 PTK.

### **4. REPRESENTATION AND WARRANTIES**

- (a) PTK 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) PTK 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. PTK will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

#### **5. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to PTK. Royalties will not be paid without a completed Schedule C. 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 PTK 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.

#### **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 PTK 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 31, 2002. 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 conflicts 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 PTK, 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 PTK becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by PTK to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, PTK shall not attempt to cause the removal of PTK'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, PTK agrees that neither PTK nor any PTK Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, PTK 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 PTK 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. 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), 10 (e) 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 PTK:

PHI THETA KAPPA INTERNATIONAL HONOR SOCIETY  
1625 Eastover Drive  
Jackson, Mississippi 39211

ATTENTION: Mr. Rod A. Risley, Executive Director

fax #: 601-957-2183

(2) If to MBNA America:

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

ATTENTION: Mr. William P. Morrison, Senior Executive Vice President

fax #: 302-432-0805

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. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and PTK 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 PTK and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

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

PHI THETA KAPPA  
INTERNATIONAL HONOR SOCIETY

By: [Signature]  
Name: [Signature]  
Title: [Signature]  
Date: 3/1/99

[Signature]  
[Signature]

MBNA AMERICA BANK N.A.

By: [Signature]  
Name: WILLIAM P. MORRISON  
Title: Senior Executive Vice President  
Date: 4/13/99

## SCHEDULE A

### TERMS AND FEATURES

#### A. CREDIT CARD ACCOUNTS

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:

1. There is NO Annual Fee.
2. The current annual percentage rate on Platinum Accounts will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate on Gold or Preferred Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate on Student Preferred Accounts will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. For Non-traditional Student Customers, Visionary Customers, and Faculty and Advisor Customers, the annual percentage rate for the initial direct mail and telemarketing effort for Platinum Accounts will be 12.99% fixed with an introductory rate of 3.9%.
6. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six (6) months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO Annual Fee.
2. The current annual percentage rate is 15.99%.

## SCHEDULE B

### **ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay PTK a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for PTK 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. 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 Non-Traditional Student, Visionary, Faculty and Advisor and Customer 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 Non-Traditional Student, Visionary, Faculty and Advisor Customer 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. \$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 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.
4. <sup>5</sup>.40% of all retail purchase transaction dollar volume generated by Non-Traditional Student, Visionary, Faculty and Advisor Customers using a Non-Traditional Student, Visionary, Faculty and Advisor Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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. .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and 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)).
6. ~~.40%~~ of all cash advance and cash equivalent transaction dollar volume generated by Non-Traditional Student, Visionary, Faculty and Advisor Customers using a Non-Traditional Student, Visionary, Faculty and Advisor Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

## **B. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

## **C. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

## **D. DEPOSIT ACCOUNTS**

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

**BUSINESS CARD ADDENDUM**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 10 day of 09, 1999 by and between PHI THETA KAPPA INTERNATIONAL HONOR SOCIETY ("PTK") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, PTK 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 PTK; and

WHEREAS, PTK and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard products ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of PTK'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, PTK 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 BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product 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 BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. PTK agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by PTK in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, PTK will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, PTK shall not take action to cause the removal of PTK'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, PTK hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including

without limitation the promotion thereof. PTK represents and warrants that PTK 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.

PHI THETA KAPPA

INTERNATIONAL HONOR SOCIETY

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature]

Name: [Signature]

Name: Linda Reagan

Title: [Signature]

Title: Vice President

## ATTACHMENT #1

### I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Preferred* and *Platinum Plus for Business*) opened by a PTK Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product names (*Preferred* and *Platinum Plus for Business*), in its sole discretion, from time to time.

- A. The current annual fee for each business card issued to an individual or business entity (other than PTK) pursuant to the BusinessCard program ("Customer"):

*Preferred*: \$25.00 per card.  
*Platinum Plus for Business*: \$0.00 per card.

- B. The current Annual Percentage Rate is: (i) for *Preferred*, a fixed rate of 17.9%; (ii) for *Platinum Plus for Business*, a fixed rate of 12.9%.

### II. COMPENSATION FOR BUSINESSCARD ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts. Compensation shall be calculated as set forth below:

A. Compensation for *Preferred*:

- \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
- \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

B. Compensation for *Platinum Plus for Business*:

Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Cardholders using a BusinessCard Credit Card Account with active charging privileges,

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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, money orders, bets, lottery ticket, or casino gaming chips).

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Attachment #1 are exclusive of accounts which do not have active charging privileges.

**ADDENDUM TO THE PHI THETA KAPPA  
INTERNATIONAL HONOR SOCIETY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 23 day of October, 2001 by and between Phi Theta Kappa International Honor Society ("PTK"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, PTK and MBNA America are parties to an affinity agreement dated March 1, 1999, as the same was amended by addendum dated October 22, 1999 (the "Agreement"); and

WHEREAS, PTK and MBNA America mutually desire to amend the Agreement to (i) extend the term of the Agreement; and (ii) include the GIP (as defined below) program as another aspect of the Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, PTK 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. DEFINITIONS

(a) When used in this Addendum, the term "Group Incentive Program" or "GIP" means any marketing or other program whereby PTK conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(b) When used in this Addendum, the term "GIP Account" means a credit card account opened by a person pursuant to a GIP in which PTK complies with the GIP provisions of this Addendum.

3. The current term of the Agreement is hereby extended to end on May 31, 2007. 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.

4. GIP PROGRAM

(a) MBNA shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by PTK pursuant to any GIP. In that regard, PTK 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 PTK to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by PTK 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.

(c) 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 PTK 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 of supporting the marketing efforts of PTK pursuant to any GIP shall be deducted from any or all compensation payments due PTK under this Addendum or the Agreement.

(e) PTK 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.

(f) During the term of the Agreement, MBNA America will pay PTK 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.

- 5. Effective May 31, 2002, Section A.4 of Schedule B of the Agreement is amended by deleting ".40%" and replacing this with "0.45%."
- 6. Effective May 31, 2002, Schedule B is amended by deleting Section A.6. in its entirety.
- 7. 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. 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.

PHI THETA KAPPA INTERNATIONAL  
HONOR SOCIETY

MBNA AMERICA BANK, N.A.

By: [Signature]  
Name: Rod A. Rinley  
Title: Executive Director  
Date: 11/27/01

By: [Signature]  
Name: Michael Duvoah  
Title: Sr. Executive Vice President  
Date: November 21, 2001

<b>For Internal Use Only</b>	
RP	_____
RMO	_____
RY	_____
RS	_____

**TRAVEL REWARD ADDENDUM  
TO THE PHI THETA KAPPA INTERNATIONAL HONOR SOCIETY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 30<sup>th</sup> day of April, 2003, by and between **Phi Theta Kappa International Honor Society** ("PTK"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, PTK 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 PTK; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which PTK complies with the GIP provisions of the Agreement.
4. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by PTK under the Agreement. The Reward Enhancement may be marketed under another name (e.g., World Points). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. PTK agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of PTK's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
6. During the term of the Agreement, PTK will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
7. Upon termination or expiration of the Agreement, or any aspect of the Program, PTK shall not take action to cause the removal of PTK's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (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 the extent not otherwise granted, PTK hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. PTK represents and warrants that PTK has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

8. 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. 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.

9. 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.

**PHI THETA KAPPA INTERNATIONAL  
HONOR SOCIETY**

**MBNA AMERICA BANK, N.A.**

By: [Signature]  
Name: ROD RUSLEY  
Title: Executive Director  
Date: 5/8/08

By: [Signature]  
Name: Michael Durak  
Title: SEVP  
Date: 5/20/08

## Attachment #1

### I. Reward Enhancement Brief Product Description

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

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

### II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.18% (eighteen one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

## DEPOSIT PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the \_\_\_ day of April, 2007, (the "Addendum Effective Date"), by and between Phi Theta Kappa International Honor Society ("PTK") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, PTK and Bank are parties to that certain Agreement dated as of March 1, 1999, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of PTK; and,

WHEREAS, PTK and Bank desire to clarify that money market deposit accounts and certificate of deposits accounts are Financial Service Products under the Agreement and part of PTK's Program, and otherwise mutually desire to amend the Agreement to include consumer deposit products, such as checking and savings accounts, checking accounts with debit card access, money market deposit and certificate of deposit individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product, and (ii) as another part of PTK's Program under the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by PTK under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. PTK will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. PTK agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of PTK's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, PTK will receive the royalties set forth below in consideration for PTK's participation in the Deposits Program. Deposit Account royalties will not be paid to PTK on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.
  - (a) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  - (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  - (c) \$10 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  - (d) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

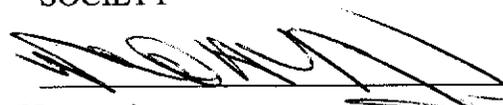
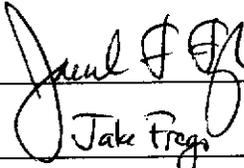
6. The royalties for Deposits set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.
7. Notwithstanding anything contained in the Agreement to the contrary, PTK acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using PTK's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless PTK consents to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and PTK shall not take any action to cause the removal of, PTK's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to PTK; provided that Bank will not imply an endorsement of such other Bank deposit product or service by PTK.
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.

11. For a one (1) year period following the termination of the Deposit Program for any reason, PTK agrees that neither PTK nor any PTK Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
12. PTK and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by PTK or Bank, respectively as the case may be, or its directors, officers or employees.
13. 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 Addendum Effective Date, 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.

PHI THETA KAPPA  
INTERNATIONAL HONOR  
SOCIETY

FIA CARD SERVICES, N.A.

By: 	By: 
Name: <u>Rod Risley</u>	Name: <u>Jake Freg</u>
Title: <u>Executive Director</u>	Title: <u>SVP</u>
Date: <u>6/11/07</u>	Date: <u>8/10/07</u>

Via Overnight Delivery

December 9, 2009

Mr. Rod A. Risley - Executive Director  
Phi Theta Kappa International Honor Society  
1625 Eastover Drive  
Jackson, MS 39211

Dear Mr. Risley:

I am writing to inform you that following a comprehensive review of the Phi Theta Kappa International Honor Society Deposit Program, FIA Card Services, N.A. ("FIA") has decided not to renew our Deposit Program which was made a part of the Program by an addendum entered into April 2007 ("Deposit Program Addendum").

This letter serves as FIA's written notice of non-renewal as required by Paragraph 8 of the Deposit Program Addendum. The Deposit Program will terminate effective April 30, 2010.

For the sake of clarity the termination of the Deposits Program shall not affect or otherwise impact the other aspects of the endorsed Program offered pursuant to the Phi Theta Kappa International Honor Society Agreement.

We have appreciated your endorsement.

Sincerely,



Adriane Tate  
Senior Vice President  
FIA Card Services, N.A.