

AGREEMENT

This Agreement shall be effective upon the earlier of (i) 7/01/01, or (ii) the termination of Delta Zeta Sorority's existing agreement with First USA Bank, N.A., (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware (hereinafter referred to as "MBNA America"), and DELTA ZETA SORORITY, an educational institution having its principal place of business at 202 East Church Street, Oxford, Ohio (hereinafter referred to as "DZS") 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.
- (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) "Student Customer" means a Customer who is identified by DZS as an undergraduate or graduate student of DZS.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, business card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby DZS conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which DZS complies with the GIP provisions of this Agreement.
- (g) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means undergraduate students, graduate students, alumni of DZS and/or other potential participants mutually agreed to by DZS and MBNA America.

- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, servicemark, trade dress, trade name, or trademark used or acquired by DZS or any DZS Affiliate during the term of this Agreement.
- (l) "DZS Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with DZS.

2. RIGHTS AND RESPONSIBILITIES OF DZS

- (a) DZS agrees that during the term of this Agreement it will endorse the Program exclusively and that neither DZS nor any DZS Affiliate shall, by itself or in conjunction with others directly or indirectly (i) sponsor, advertise, aid, develop, market, the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, DZS may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by DZS of said financial institution or the advertised Financial Service Product.
- (b) DZS agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) DZS authorizes MBNA America to solicit its Members by mail, direct promotion, Internet, advertisements and/or telephone for participation in the Program.
- (d) DZS shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due DZS. In the event such costs exceed Royalties then due DZS, DZS shall promptly reimburse MBNA America for all such costs.
- (e) Upon the request of MBNA America, DZS shall provide MBNA America with the Mailing List free of any charge; provided, however, that DZS shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that DZS not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by DZS or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due DZS. DZS shall provide the first Mailing List, containing at least 80,000 [Alumni] and 9,000 [Student] non-duplicate names

(of persons at least eighteen (18) years of age) with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement.

(f) DZS shall, and shall cause any DZS Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to DZS. Notwithstanding the above, DZS 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 DZS. Any correspondence received by DZS 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 twenty-four (24) hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) DZS 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. DZS 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 the Effective Date of this Agreement. Nothing stated in this Agreement prohibits DZS from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) DZS shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the Internet site of DZS. MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle DZS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. DZS shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

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

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

(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 DZS.

(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 DZS. 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 DZS.

4. REPRESENTATION AND WARRANTIES

(a) DZS 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) DZS represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program.

5. CROSS INDEMNIFICATION

(a) DZS and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, 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 DZS or MBNA America, respectively as the case may be, or its directors, officers or employees. DZS will indemnify and hold harmless MBNA America and its Indemnitees from

and against any and all Losses 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 that may reasonably result in the indemnification by the other party.

(b) MBNA America will indemnify and hold harmless DZS, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successor and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which DZS is included as a defendant (referred to as a "Claim"). DZS shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. DZS agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If DZS takes any Action with respect to a Claim without MBNA America's written approval or DZS fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 5 to indemnify and hold DZS harmless with respect to that Claim.

6. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to DZS. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide DZS 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.

7. 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.

8. 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 DZS 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.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

10. 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.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or DZS, 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 DZS becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

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

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

12. MISCELLANEOUS

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

(b) The obligations in Sections 4 (b), 8, 11 (c), 11 (d) and 11 (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 DZS:

DELTA ZETA SORORITY
4014 Deer Creek Drive
Louisville, Kentucky 40241

ATTENTION: Ms. Jeanine Triplett, Director of Affinity Programs

Fax #: 502-584-9651

(2) With a copy to:

DELTA ZETA SORORITY
202 East Church Street
Oxford, Ohio 45056

ATTENTION: Mr. John Gottschall

Fax #: 513-523-1921

(3) If to MBNA America:

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

ATTENTION: Mr. James K. Kallstrom, Senior Executive Vice President

Fax #: 302-432-~~0805~~ 0261

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

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

12. GROUP INCENTIVE PROGRAM

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

(b) All marketing materials generated as a result of such GIP programs shall be coded by DZS for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

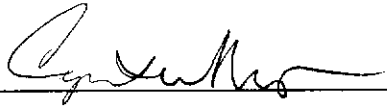
(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by DZS pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of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

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

(e) DZS 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.

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

DELTA ZETA SORORITY

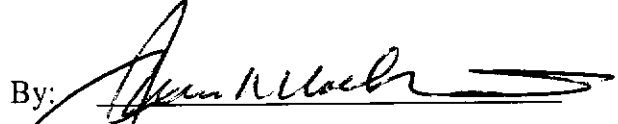
By: 

Name: CYNTHIA W. MENGES

Title: EXECUTIVE DIRECTOR

Date: MARCH 29, 2001

MBNA AMERICA BANK N.A.

By: 

Name: James K. Kallstrom

Title: Senior Executive Vice President

Date: 4/17/01

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. For Alumni Customers, the current annual percentage rate for an Alumni Customer Credit Card Account will be a fixed rate of 14.99%.
3. For Student Customers, the current annual percentage rate for a Student Customer Credit Card Account will be a fixed rate of 15.99%.

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 17.90%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionsm (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 as low as 12.99%

D. BUSINESSCARD CREDIT CARD ACCOUNTS

“BusinessCard Credit Card Account” means a business Credit Card Account (currently referred to as a Platinum Plus for Business account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Account program.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay DELTA ZETA SORORITY a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for DZS 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 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 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. .50% (one half of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni 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% (four tenths of one percent) 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)).

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. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) 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.

E. BUSINESSCARD CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provision contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Account Royalties accrued hereunder shall be treated as Royalties for purposes of Schedule B, hereof.

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

F. GIP ACCOUNTS

1. Thirty dollars (\$30.00) for 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.

COMMERCIAL CARD ACCOUNT AGREEMENT

This Commercial Card Account Agreement is made and entered into as of _____ (the "Effective Date") by and between:

7/01/01

MBNA AMERICA (DELAWARE), N.A. ("MBNA")

and

Delta Zeta Sorority ("Organization").

MBNA and Organization agree as follows:

1. Programs and Commercial Card Accounts

(a) **Account Agreement.** "Account Agreement" means this Commercial Card Account Agreement together with the Program Addendum(s) and Exhibits, which are attached to and made a part of this Agreement.

(b) **Programs.** MBNA shall provide a Commercial Card Program(s) ("Program(s)") for the Organization as described in the appropriate Addendum(s) attached to this Agreement. The Program(s) provided by MBNA under this Account Agreement consist of:

(c) **Term.** The initial term of this Account Agreement shall begin on the Effective Date and shall be for a period of three years (3) years. The initial term and any renewal term shall renew for additional terms of one (1) year each, unless terminated sooner by either party giving the other party written notice of non-renewal not less than 90 days before the end of the then current term.

(d) **Commercial Card Accounts.** MBNA shall establish Commercial Card Accounts ("Accounts") for accessing credit under the Program(s) in the name of the Organization and individuals specified by the Organization in accordance with this Account Agreement. As part of the Commercial Card Program(s), MBNA may establish Bearer Card Accounts and/or Ghost Accounts, as defined below, for Organization's use. "Accounts" includes Bearer Card Accounts and Ghost Accounts. MBNA, as owner and issuer of the Cards and Accounts, may in its sole discretion change the terms of the Accounts at any time.

(e) **Account Liability.** In addition to Organization's full liability for payment and performance of all Charges on Bearer Card Accounts, Ghost Accounts, and Card Accounts furnished to Organization's Affiliates and Subsidiaries, the Organization's liability for other Commercial Card Accounts shall be as specified in the Commercial Card Program Addendum.

(f) **Cards and Credit Devices.** MBNA shall issue a Commercial Card ("Card") to those individuals ("Cardholders") designated by Organization as its officers, employees, and/or agents to use the Cards to access the Accounts for purchasing of goods and services and obtaining cash advances on behalf of the Organization. Except for the purposes of billing and liability, "Cardholder" also refers to any person having authority to make Charges on a Ghost account. If Cards issued pursuant to this Agreement are provided to the Organization, the Organization shall distribute Cards and all related materials provided by MBNA in accordance with MBNA's instructions. Cards should be signed before

use. In addition to Cards, Organization and MBNA may agree to provide for the use of other Access Devices, which the Credit Card Agreement defines as "account numbers, credit cards, checks, or any other means of accessing credit account." "Checks" or "advance checks" are used to obtain cash advances. If specified by Organization and agreed to by MBNA, a portion of each applicable Cardholder's maximum credit lines may be utilized for cash advance transactions.

(g) Bearer Cards. MBNA may, at the request of Organization, issue Cards on which only the Organization's name is embossed but which do not contain the names of the Cardholders ("Bearer Cards" or "No Name Cards"). Each Program may have Bearer Cards. Cash advances are not permitted on Bearer Cards. Bearer Card Accounts are centrally billed. Organization is liable for the payment of all obligations on Bearer Card Accounts. Unauthorized use includes fraudulent transactions and cash advances on Accounts on which cash advances are not permitted. In addition, Organization has all obligations of a Cardholder with respect to its Bearer Accounts. MBNA may request, and Organization shall furnish, any additional documentation MBNA deems appropriate for establishing Bearer Accounts.

(h) Ghost Accounts. MBNA may, at the request of Organization, establish cardless Accounts ("Ghost Account," also referred to as "Centrally Billed Account," "Diversion Account," or "T&E Account"), which shall have only account numbers issued by MBNA. Each Program may have Ghost Accounts. Cash advances are not permitted on Ghost Accounts. Credit is obtained on Ghost Accounts by an authorized representative of the Organization using the account as prescribed by MBNA. This includes T&E accounts and other such accounts for which Organization delegates to agents and/or vendors the right to debit for Organizations purposes. Ghost Accounts are centrally billed. Organization is liable for the payment of all obligations on Ghost Accounts, including any Charges occurring as a result of errors and unauthorized use by any person. Unauthorized use includes fraudulent transactions and cash advances on Accounts where cash advances are not permitted on the Account. In addition, Organization has all obligations of a Cardholder with respect to its Ghost Accounts. MBNA may request, and Organization shall furnish, any additional documentation MBNA deems appropriate for establishing Ghost Accounts.

(i) Credit Card Agreements. The Organization and each Cardholder is bound by and subject to the terms and conditions of the "Credit Card Agreement" applicable to each Program and each Account. A copy of the applicable Credit Card Agreement shall be provided to each Cardholder who bears any individual liability for the Card and Account. Organization is responsible for informing other Cardholders of their responsibilities under the Credit Card Agreement. Ghost Accounts, which are cardless Accounts, are subject to all of the terms of the applicable Credit Card Agreement except for terms relating to Cards. If MBNA amends the terms of any Accounts, the Organization shall comply with the changes and notify all Cardholders of the change(s) in terms provided by MBNA in accordance with MBNA's instructions. If any of the terms and conditions of this Account Agreement conflict with those of the Credit Card Agreement, this Account Agreement shall prevail.

(j) Maintenance of Accounts. Organization shall designate in writing an authorized representative of the Organization ("Program Manager") to work with MBNA to implement all aspects of the Organization's Commercial Card Program(s). Organization may change the Program Manager from time to time by giving MBNA notice in writing before any new Program Manager assumes responsibility. If MBNA determines that a Program Manager is providing inadequate support or cooperation, MBNA may notify Organization and Organization shall immediately replace the Program Manager. Organization, through its Program Manager, shall be responsible for monitoring Cardholders' purchasing activities, managing the Ghost Accounts, managing Bearer Card Accounts, and maintaining all the Accounts in a current status. Program Manager is deemed to have Organization's authority to request changes to Accounts, including changes to credit limits.

(k) Association. "Association" means either VISA, International, Inc. or MasterCard International, Inc., as applicable to the Program(s).

2. Program Services

MBNA shall provide to Organization the program services ("Services") in accordance with the prevailing reasonable commercial standards of the banking industry, including:

- (a) Program implementation
- (b) Cardholder devices: plastics, advance checks, account numbers
- (c) Account services
- (d) Credit Card Agreements, periodic statements, and other documentation
- (e) Account benefits, features, and promotions
- (f) Payment processing
- (g) Program support - interface with Organization's Program Manager
- (h) Reporting to Organization

3. Use of Cards and Accounts

(a) **Permissible Uses.** Organization shall instruct Cardholders in writing of its requirements and policies concerning the use of their Accounts, which shall include, without limitation, that the Account shall be used only in strict conformity with the terms and conditions of the Credit Card Agreement, shall be used only for legitimate business purposes of the Organization only, and shall not be used to obtain credit for personal, family or household purposes, nor for any illegal purposes.

(b) **Charges.** "Charges" means all amounts charged to an Account, including purchases, cash advances, fees, and, if applicable, finance charges. "Charges" includes purchases for which a Cardholder has evidenced an intent to incur a Charge regardless of whether or not the Cardholder signed a sales slip. Certain Charges will be subject to transaction fees as specified in Exhibit A. Certain occurrences will result in other account fees being charged, as set forth in Exhibit A. Account rates, if applicable, shall be billed to Organization's or each Cardholder's Account as set forth in the Exhibit A. Charges in foreign currency will be converted into U.S. dollar amounts in accordance with the Association's operating regulations and procedures. The Cards may be restricted to certain categories of transactions as agreed by the parties.

(c) **Subsidiaries.** Organization may request that Accounts be established and that Cards be issued on behalf of its subsidiaries listed on Exhibit B. Organization warrants that it has the requisite corporate authority to designate those individuals of subsidiaries who are to receive Cards. Organization shall be liable for all Charges incurred by these individuals and all other obligations on the Accounts of subsidiaries and their Cardholders.

4. Credit Limits

(a) **Program and Account Credit Limits.** MBNA shall approve a program credit limit for each program. MBNA shall approve an Account credit limit for each Account. MBNA may change program credit limits and Account credit limits from time to time. The aggregate of the Account credit limits in a program may exceed the program credit limit, but the program credit limit shall control. MBNA is not obligated to extend credit for an amount that would make the aggregate Accounts' outstanding balances in a program exceed the program credit limit, or for any amount if the aggregate

Accounts' outstanding balances in a program already exceeds the program credit limit. Organization shall pay any amounts that exceed a program credit limit upon demand.

(b) **Other Limitations.** MBNA is not obligated to honor any request for credit if Organization or any Cardholder is in default of this Agreement, if Organization's or any Cardholder's credit privileges have been suspended or terminated, or if the request or use would cause any program credit limit or any Account credit limit to be exceeded. If MBNA honors requests for credit that cause a program credit limit to be exceeded, MBNA will not lose any rights under this Account Agreement. If MBNA has previously honored requests for credit over a program credit limit or Account credit limit, MBNA is not obligated to honor further requests. In the event that MBNA limits the ability of Organization or Cardholders to incur Charges above certain amounts or at certain establishments, or to institute any other guidelines for authorizing Charges on Cards or Accounts, Organization acknowledges that MBNA undertakes to do so on the basis of its best efforts as an accommodation to Organization and, because of circumstances beyond its control, MBNA may be unable to decline Charges below certain amounts (e.g., Merchant Floor Limits established by an Association or in certain locations).

5. Billing

(a) **Billing Statements.** The period of each billing cycle shall be as agreed between the parties. Each billing cycle ends on a Closing Date as determined by MBNA. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. A billing statement will be sent for each billing cycle in which there is Account activity. Statements will reflect, for the billing cycle covered, all currently posted purchases and cash advances, any fees, finance charges (if applicable), or other charges, any credits, the previous balance, the new balance, the total amount due, and the payment due date. Billing statements will be sent to the Cardholder, unless otherwise agreed between the parties.

(b) **Billing for Centrally-Billed Accounts.** A centrally-billed Account may be a Ghost Account (cardless) or a Card Account. MBNA will furnish billing statements on centrally-billed Accounts directly to Organization, as in subsection 5(a). Certain centrally-billed Accounts enable Organization to have its travel related expenses, and other limited-purpose purchases as the parties may agree, billed directly to its Account by one or more merchants or vendors. Organization shall reach agreement directly with the merchant or vendor, or their agents, pursuant to which the merchant or vendor or their agent who agree to accept and submit to MBNA Charges for travel or other services to be billed to Organization's centrally-billed Account(s). Upon receipt of a record of a Charge for travel or related services, MBNA shall post the amount of the Charge to the Account(s) as appropriate, and shall send billing statements directly to the Organization for such Charges.

6. Payments

(a) **General Payment Requirements.** Payments must be received by the Payment Due Date and will be credited for the billing cycle in which received. Account balances are due in full for each billing cycle on the payment due date, unless otherwise provided in the Program Exhibit(s) or as agreed between the parties. If Organization or Cardholder overpays, or if a credit balance otherwise occurs, MBNA will not pay interest on the credit balance. Additional or excess payments do not eliminate the obligation to make subsequent required periodic payments. MBNA may reject any payment not denominated in U.S. currency or not drawn on a U.S. financial institution.

If, in its sole discretion, MBNA accepts late payments, partial payments, or any payment checks, money orders, or other means of payment marked as being payment in full or as being a settlement of a dispute, such acceptance shall not constitute an agreement by MBNA to change this Account Agreement or the Credit Card Agreement in any way.

Organization agrees that payment terms set forth in this Account Agreement supersede any agreement with regard to payment terms between Organization and any seller of goods and services or any payment terms that might be imputed to Organization and the seller under applicable law for goods and services purchased using the Card.

(b) Organization Payments. Organization shall make the required payments on Bearer Cards Accounts, Ghost Accounts, Purchase Card Accounts (if any), Corporate Card Accounts (except where billed to individuals), and any other centrally-billed accounts. If Organization makes a payment on more than one Account, the payment must include written instructions specifying the distribution of the payment among the Accounts.

(c) Cardholder Payments. Cardholders shall make the required payments on their Commercial Card Accounts in accordance with their Credit Card Agreements, except where Organization agrees to make payments on their Accounts.

7. Reporting

MBNA shall furnish standard Account reports in form, content, and timing as mutually agreed between the parties. If Organization requests any reports that differ from MBNA's standard form reports, MBNA may provide the requested reports if reasonably feasible and charge Organization a fee commensurate with the degree of effort and customization of the report, but in no event less than \$50 per report. If the parties agree to electronic reporting, the parties shall determine the form, content, and methods to assure that all transmissions and communications shall occur with all necessary security and data integrity. Organization shall reimburse MBNA a fee to be determined by MBNA for any electronic reporting.

8. Trademark License

Organization grants MBNA and its affiliates a license to use Organization's trade name, trademarks, designs, images, visual representations, logos, and service marks ("Trademarks") solely in conjunction with the Cards. Organization indemnifies and holds harmless MBNA, its directors, officers, agents, employees, affiliates, successors, and assigns from and against any and all loss, liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, arising from the Trademark license or from MBNA's use of the Trademarks in reliance thereon.

9. Confidentiality

The terms of this Agreement, any Credit Card 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 that a party was not otherwise previously permitted to disclose or was not by some other means already in the public domain ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by any party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. The parties shall be permitted to disclose such Information: (i) to their accountants, legal, data processing, financial and marketing advisors, and employees as necessary for the performance of their respective duties, if these 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. The obligations of this section shall survive the termination of this Agreement.

10. Representations and Warranties

Organization represents and warrants that as of the Effective Date:

- (a) Organization's exact legal name(s) and address(es) are accurately set forth in this Agreement and the application, if any;
- (b) Unless otherwise disclosed, Organization has not conducted business in any jurisdiction under any other name(s) other than as set forth in this Agreement and the application, if any;
- (c) All financial and other information submitted by Organization in connection with the Account Agreement is true, correct, and complete in all material respects;
- (d) This Account Agreement constitutes Organization's legal, valid, and binding obligation and is fully enforceable against Organization in accordance with its terms;
- (e) Organization is properly licensed, chartered, and in good standing to lawfully conduct its business in the jurisdictions in which it is conducting its business;
- (f) Organization is duly authorized to execute, deliver, and perform the Account Agreement, in particular, to procure Cards and Accounts on behalf of its officers, employees, and agents, and has taken all necessary action to authorize execution, delivery, and performance, and shall provide evidence of these authorizations upon request;
- (g) The person signing the Account Agreement is duly authorized to do so on its behalf;
- (h) No event has occurred or is continuing, and no event that with notice or the passage of time or both has occurred and is continuing, that would constitute a default under the Account Agreement; and
- (i) Organization is in compliance with all laws and regulations, including obligations to pay any taxes and other governmental charges.

11. Financial and Other Information

If requested by MBNA in writing, Organization shall provide MBNA with information, including but not limited to:

(a) Annual Financial Statements. Organization shall deliver to MBNA within 120 days after the close of each fiscal year, audited financial statements reflecting its operations during such fiscal year, including without limitation, a balance sheet, profit and loss statement, and statement of cash flows, with supporting schedules, all on a consolidated and consolidating basis and in reasonable detail, prepared in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year. These statements shall be examined by an independent certified accountant acceptable to MBNA. Any limitations of scope or qualification by the accountant shall render the acceptability of the financial statements subject to MBNA's Approval.

(b) Periodic Financial Statements and Other Information. Organization shall provide periodic financial statements, tax returns, and such other information as MBNA may reasonable request from time to time. This periodic financial or other information shall be certified as to its correctness by a principal financial officer of the Organization.

(c) Cardholder Information. To the extent permitted by applicable law, the Organization agrees to cooperate with and provide to MBNA any information available to the Organization that MBNA reasonably requests concerning the whereabouts of the Cardholder, his or her last known address, and any information about a Cardholder's use of the Card, and to supply to MBNA any available documentation or support related to that use that MBNA may request. The Organization also agrees to cooperate with MBNA in any investigation, litigation, or prosecution arising in connection with the use of a Card. If MBNA requests, the Organization will provide a statement by the Program Manager or an authorized officer of the Organization stating to the best of his or her knowledge whether the Cardholder has been reimbursed for the Charges which are deemed reimbursable business expenses of the Organization in accordance with the official policies of the Organization.

12. Default

Any of the following events constitute a default under this Account Agreement:

- (a) any failure of Organization or any Cardholder to pay any amount when due or to perform any other material obligation under this Account Agreement;
- (b) any default in payment or performance of any obligation under any other contracts between Organization and MBNA, its affiliates, or other third parties;
- (c) the total outstanding balances exceeds the Program credit limit;
- (d) 10% or more Accounts are in default at any time;
- (e) any of Organization's representations or warranties made in connection with this Account Agreement that is false or incorrect in any material respect on the date it is made;
- (f) any information contained in any financial statement, application, schedule, or report given to us by or on behalf of Organization is not in all respects true and accurate or omits to state any material facts necessary for our use;
- (g) any bankruptcy, insolvency, reorganization, receivership, or similar proceedings are initiated by or against Organization;
- (h) any creditor initiates any action to seize or levy upon any substantial portion of Organization assets;
- (i) Organization transfers or attempts to transfer more than 25% of the value of Organization assets other than in the ordinary course of business, or ownership of any controlling interest in Organization stock, or both;
- (j) Organization suffers any material adverse change in its financial position which, in MBNA's opinion, materially increases the risk of nonpayment of amounts due under this Agreement;
- (k) MBNA determines that the prospect of payment of any amount Organization or any Cardholder owes MBNA is impaired for any reason;
- (l) MBNA determines that Program usage by Organization and its Cardholders is insufficient for MBNA's business purposes; or
- (m) MBNA's reasonable request for financial or other information is refused.

13. Remedies Upon Default

If a default occurs, MBNA may at any time thereafter, unless prohibited by applicable law, take any one or more of the following remedial actions, which are cumulative:

- (a) deem all obligations due and require immediate repayment of the total balance due on any or all Account(s);
- (b) cancel, suspend, or terminate credit privileges of any or all of the Accounts issued;
- (c) take lesser action such as restricting the continued use of one or more Accounts or reducing any Account credit limit or Organization's total credit limit without waiving any right to later require immediate repayment;
- (d) terminate this Account Agreement;
- (e) exercise the rights and remedies of a secured party and Organization authorizes MBNA to offset and apply, without notice to Organization, any deposits or other property held by MBNA for Organization's credit or account against any amount Organization owes MBNA that is in default under this Agreement;
- (f) obtain from Organization, which agrees to pay, all reasonable collection expenses incurred by MBNA in the collection of amounts owed under this Account Agreement, including

attorneys' fees, court costs, and fees of any collection entity to which an Account is referred;
and/or

(g) exercise any rights and remedies otherwise available under applicable law or equity.

14. Termination

Either party may terminate this Account Agreement at any time and for any reason by giving 90 days prior written notice to the other party. Either party may terminate this Account Agreement immediately if a default occurs. MBNA may cancel any Card or close any Account and require that the Card(s) be returned to MBNA at any time for any reason. Organization agrees to notify MBNA immediately when a Cardholder is no longer employed by or associated with Organization, or is otherwise no longer authorized to have a Card. Termination of the Account Agreement shall constitute cancellation of all Cards issued. Organization shall obtain all cancelled Cards issued on the Accounts, cut them in half, and upon request, return them to MBNA. The Organization's and Cardholders' obligations under, and any Charges made pursuant to, this Account Agreement and the Credit Card Agreement shall continue to apply until all the money owed on the Accounts has been repaid, including any Charges made after cancellation and any pre-authorized Charges.

15. Indemnification

(a) **Organization Indemnity.** Organization shall indemnify and hold MBNA harmless from and against any and all claims, losses, liabilities, investigation charges, and expenses of any nature, including reasonable legal expenses and attorneys' fees, incurred by MBNA arising from or pursuant to the Account Agreement (except where caused by MBNA's gross negligence or willful misconduct) including those arising from or related to:

- (1) MBNA's reliance on any oral or written communication from the Program Manager or an authorized officer of Organization, which MBNA in good faith believes to be genuine or from whom previously genuine communications have been received;
- (2) the wrongful cancellation of a Card made at the request of the Organization; and
- (3) the issuance of Bearer Cards and/or the establishment of Ghost Accounts.

(b) **Disclaimer.** MBNA shall not be responsible for any loss sustained by Organization or Cardholders unless and to the extent that the loss was caused by MBNA's gross negligence or willful misconduct. Except as may be expressly set forth in this Account Agreement, MBNA makes no representations or warranties, expressed or implied, with respect to the Cards or Services. Notwithstanding any other provision hereof, in no event shall MBNA be liable to Organization, regardless of whether any claim is based on contract or tort, for any special, consequential, or indirect damages. In addition, MBNA is not liable for any damages, including direct, indirect, consequential, or incidental, resulting from refusal to honor any Card or for any retention of a Card by MBNA or any other party.

16. General Provisions

(a) **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Account Agreement, or to enjoy any of its benefits because of fire, natural disaster, action or decrees of governmental bodies, or other event wholly beyond control of a party, the party that has been so affected shall immediately give written notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Account Agreement shall be immediately suspended or extended, as appropriate. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of a force majeure event, the party whose ability to perform has not been so affected, may terminate this Account Agreement immediately.

(b) Amendment. MBNA reserves the right to amend the terms and conditions of the programs and this Account Agreement upon thirty (30) days prior written notice. The Organization shall be bound by any changes in the terms and conditions if it or any Cardholder uses or retains Cards on the Accounts, on or after the effective date of the change. MBNA reserves the right to change the Credit Card Agreements at any time, and shall notify Organization and Cardholders of any changes as specified Credit Card Agreements. Organization agrees and understands that some changes in terms and conditions may be required because of changes in Association's Bylaws and/or Operating Regulations or because of legislation or judicial decision. These changes may become effective in a shorter period of time as MBNA may specify if necessary to comply with the Association's requirements or the legislation or judicial decision.

(c) Notices. Whenever either party is required or permitted to give notice hereunder, the notice shall be in writing and shall be deemed given when delivered in hand, telecopied, or faxed to the other party and receipt is confirmed, when sent by overnight courier service, or when mailed by U.S. mail, certified or registered mail, postage prepaid, to the address specified below.

If to MBNA: MBNA America Bank, N.A
1100 King Street, MS 0464
Wilmington, Delaware 19884-0464
Attention: Director, Business Lending, Business Development
Facsimile Number: 302-432-2491

If to Organization: Delta Zeta Sorority
202 East Church Street
Oxford Ohio 45056
Attn: John Gottschall
Facsimile Number: 513-523-1921

(d) Assignment. MBNA may assign this Agreement to any person at any time, including its parent, subsidiaries, affiliates, or to the surviving corporation of any such entity, all or part of its rights under this Agreement, including all or part of any balances owing on the Accounts. Organization shall have the right to assign this Agreement with the prior written consent of MBNA.

(e) Waiver. No term or condition of this Account Agreement shall be deemed waived and no breach excused unless a waiver or consent is in writing and signed by the party claimed to have waived or consented. Failure to exercise a right or remedy at law or granted hereunder shall not be deemed a waiver of the right or remedy. Failure to claim default hereunder shall not waive any default.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to that state's conflicts of law principles. Neither party shall commence any litigation against the other arising out of this Account Agreement or the termination thereof except in a federal court located in Delaware. Each party consents to jurisdiction and venue in Delaware.

(g) Entire Agreement. This Account Agreement contains the entire agreement between the parties, and no oral or prior written statements or representations not contained in the Account Agreement shall have any force or effect with respect thereto. In the event that any provision(s) of the Account Agreement shall be declared invalid or unenforceable by any court or tribunal of any kind having

jurisdiction with respect thereto, such determination shall not affect any other provision(s) thereof, all of which shall remain in full force and effect.

(h) No Partnership. Nothing herein shall be deemed or construed to create a partnership or joint venture between MBNA and Organization, or any affiliate of each. MBNA's Services shall be rendered as an independent contractor and not as agent for Organization.

(i) Quality Monitoring. Organization and each Cardholder consents to and authorizes MBNA and any of its affiliates or marketing associates to monitor and record any of their telephone conversations relating to this Account Agreement or the Credit Card Agreement.

(j) Counterparts. The Account Agreement may be executed in multiple counterparts, each being deemed an original and this being one of the counterparts.

MBNA and Organization have caused this Account Agreement to be executed by their duly authorized officers as of the Effective Date.

MBNA AMERICA (DELAWARE), N.A.		[ORGANIZATION]	
By	<i>[Signature]</i>	By	<i>[Signature]</i>
Name	<i>DBLDE</i>	Name	<i>CYNTHIA W. MENGES</i>
Title	<i>Sr Exec VP</i>	Title	<i>EXECUTIVE DIRECTOR</i>
Date	<i>6/28/01</i>	Date	<i>JUNE 11, 2001</i>

EXHIBIT A

CORPORATE CARD PROGRAM PRICING SCHEDULE

Current Fees

Transaction Fee on Purchases

<u>Transaction</u>	<u>Transaction Fee</u>	<u>Minimum</u>	<u>Maximum</u>
Purchase of Cash Equivalent	3.00% of the amount of the Purchase	\$5.00	\$99.00

"Cash Equivalent" means wire transfer, money order, bet, lottery ticket, or casino gaming chips.

Transaction Fees on Cash Advances

<u>Transaction</u>	<u>Transaction Fee</u>	<u>Minimum</u>	<u>Maximum</u>
ATM Cash Advance	3.00% of the amount of the Cash Advance	\$5.00	\$99.00
Bank Cash Advance	3.00% of the amount of the Cash Advance	\$5.00	\$99.00
Check Cash Advance, Balance Transfer, or Other Cash Advance	3.00% of the amount of the Cash Advance	\$2.00	\$99.00

Account Fees

The following account fees will be charged as Purchases to Accounts in the billing cycle in which they accrue:

Late Fee of 2% (\$29.00 minimum) of any portion of the total minimum payment due that is not received by us on or before its payment due date.

Overlimit Fee of \$29.00 if the Account balance exceeds the credit limit on the Closing Date.

Returned Payment Fee of \$29.00 if a check submitted as payment on the Account is returned for insufficient funds or for any other reason, even if the check is later paid upon subsequent presentment.

Returned Advance Check Fee of \$20.00 if MBNA returns an Advance check unpaid for any reason, even if the check is later paid upon subsequent presentment.

Stop Payment Fee of \$15.00 if Organization or Cardholder requests MBNA to stop payment on an Advance check.

Copy Fee of \$2.50 per copy if you request copies of Advance checks, sales drafts, or monthly billing statements on your Account; however, the six most recent monthly statements and six checks will be provided free of charge.

Annual Fee of \$0 if the Account is open or if a balance exists, whether or not there are active charging privileges.

Replacement Card Fee of \$15.00 to replace a lost or stolen Card; however, this fee is waived for the first occurrence.

Report Fee of \$50 per month per report may be assessed if Organization elects to receive paper reports.

CORPORATE CARD ADDENDUM

CORPORATE CARD PROGRAM

(Full Corporate Liability)

1. **Credit Limit.** Organization's Program Credit Limit is \$ TBD.
2. **Account Features of Corporate Cards.** Corporate Card has an individual person's (Cardholder's) name embossed on it. Cash advances are permitted. The Account is billed to the individual. Notwithstanding the foregoing, MBNA may agree to provide Bearer Cards (no individual name on Card); the parties may agree to restrict Accounts from using cash advances; and / or the parties may agree to bill some or all Accounts by central billing to the Organization.
3. **Liability for Charges.** Organization shall be liable and promises to pay for all Charges on all Corporate Card Accounts, including Charges for which Organization has reimbursed Cardholders. In addition, Organization shall be solely liable for all Charges on centrally billed accounts, including Bearer Card Accounts and Ghost Accounts. Liability shall include any Charges occurring as a result of lost or stolen Cards or unauthorized use of Cards. Unauthorized use includes fraudulent transactions and cash advances on Accounts on which cash advances are not permitted.
4. **Pricing.** See Exhibit A for the Corporate Card Program Pricing Schedule.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 28th day of February 2006 by and between Delta Zeta Sorority ("DZS"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, DZS 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 DZS; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, DZS 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 February 28, 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. Exhibit B of the Agreement is hereby replaced in its entirety by the following:

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay DZS a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of consumer accounts for DZS 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 each retail purchase transaction made 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 each retail purchase transaction made 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)).

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).
2. \$40.00 (forty dollars) for each Business Card 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.

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

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

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

E. 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 certain 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 certain 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. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

H. GIP ACCOUNTS

\$35.00 (thirty five dollars) for each Consumer GIP Account opened which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the 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)).
2. \$40.00 (forty dollars) for each Business 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 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.

K. ROYALTY GUARANTEE

Forty-five (45) days after the anniversary date of this Addendum, beginning on February 28, 2007 and for the subsequent four years up to and including February 28, 2011, on the date occurring forty-five days after February 28 (or the next business day if any such date is not a business day) MBNA America shall pay to DZS the difference between thirty thousand dollars (\$30,000) minus amounts paid as Royalties during the applicable calendar year (each an "Guarantee Payment") subject to the provisions set forth below. If Royalties accrued during the year exceed thirty thousand dollars (\$30,000) they shall be paid to DZS pursuant to the terms of this Schedule A. However, the excess amount over thirty thousand dollars (\$30,000) shall also be credited against future Guarantee Payments owed by MBNA America to DZS.

DZS shall be guaranteed to accrue Royalties equal to one hundred and fifty thousand dollars (\$150,000) (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 DZS of all representations, warranties, covenants, responsibilities and obligations set forth in the terms and provisions of the Agreement as modified by the Addendum.

3. 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 DZS 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 DZS complies with the GIP provisions of the Agreement.

"Consumer GIP Account" means a Consumer Credit Card Account or a Reward Credit Card Account opened pursuant to a GIP in which DZS 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 DZS complies with the GIP provisions of the Agreement.

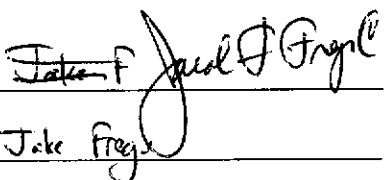
4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything 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.

DELTA ZETA SORORITY

By: 
Name: Andrew W. Manges
Title: Executive Director
Date: 2/9/2006

MBNA AMERICA BANK, N.A.

By: 
Name: Jake Frey
Title: EVP
Date: 3/10/06