

AGREEMENT

This Agreement is entered into as of this 7th day of January, 1998 (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 NATIONAL STUDENT SPEECH-LANGUAGE-HEARING ASSOCIATION, a Maryland corporation having its principal place of business at 10801 Rockville Pike, Rockville, Maryland (hereinafter referred to as "NSSLHA") for themselves, and their respective successors and assigns.

WHEREAS, NSSLHA and Oak Brook Bank, N.A., were parties to an affinity agreement dated, 1-30-96, as the same may be amended (the "Original Agreement"), which was assigned to MBNA America on June 30, 1997; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs and travel and entertainment credit card or frequent travel reward credit card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names and postal addresses of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means a member of NSSLHA and/or other potential participants mutually agreed to by NSSLHA and MBNA America.
- (g) "Original Credit Card Account" means a credit card account opened prior to January 31, 1995 by MBNA America pursuant to the agreement between Trans National Financial Services, Inc., and NSSLHA last dated March 11, 1991.
- (h) "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.

- (i) "Residual Royalty Credit Card Account" means those accounts opened pursuant to the Original Agreement, prior to June 30, 1997.
- (j) "Royalties" means the compensation set forth in Schedule B, for Credit Card Accounts and Original Credit Card Accounts opened with MBNA America
- (k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark belonging to NSSLHA or used by NSSLHA or acquired by NSSLHA during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF NSSLHA

- (a) NSSLHA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor or advertise any Financial Service Products of any organization other than MBNA America; and (ii) it will not 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 it will not 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, NSSLHA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by NSSLHA of said financial institution or the advertised Financial Service Product.
- (b) NSSLHA agrees to provide MBNA America with such information as may be reasonably requested by MBNA America in connection with the Program.
- (c) NSSLHA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program. Any telephone solicitation shall have prior written authorization from NSSLHA.
- (d) NSSLHA shall have the right to prior review of all Program advertising, telemarketing scripts and solicitation materials to be used by MBNA America, which contain NSSLHA's Trademark; such review shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, NSSLHA shall provide twice within any twelve (12) month period, MBNA America with Mailing Lists at a cost of fifty dollars (\$50.00) per thousand names. The initial Mailing List shall contain at least sixteen thousand (16,000) names with corresponding postal addresses. The Mailing List charge shall be in addition to any Royalties due NSSLHA.
- (f) NSSLHA 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 NSSLHA. Notwithstanding the above, NSSLHA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are limited to NSSLHA providing the name and the telephone number of the MBNA Account executive to address the Member's concern. Any correspondence received by NSSLHA 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 48 hours of receipt. All charges incurred

by NSSLHA for postage and overnight courier services will be paid (or reimbursed) by MBNA America.

(g) NSSLHA 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 pursuant to 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. Nothing stated in this Agreement prohibits NSSLHA 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 NSSLHA.
- (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 NSSLHA. NSSLHA shall not bear any credit risks with respect to each Customer's account(s); nor shall NSSLHA be involved in any credit decisions.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit the Mailing List to be used for any other purpose by MBNA America or any of its agents. 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 NSSLHA. MBNA America's rights to use the Mailing Lists shall expire immediately upon termination of this Agreement, except as otherwise provided herein. 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 NSSLHA.

4. REPRESENTATION AND WARRANTIES

- (a) NSSLHA 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) NSSLHA 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. NSSLHA 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) As provided in this Agreement, MBNA America shall pay all Royalties to NSSLHA. Royalties will not be paid without a completed Schedule C, a W-9 tax i.d. form, attached and incorporated hereto. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made within forty-five (45) days after the end of each calendar quarter.

(b) Residual Royalties shall be paid to NSSLHA until July 1, 1998. At that time Royalties earned by Customers shall be calculated subject to Schedule B, Section A or Section B.

(c) 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 NSSLHA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

(d) Upon the written request of NSSLHA, but not more frequently than one (1) requests in any twelve (12) month period, MBNA America shall provide NSSLHA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due NSSLHA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to

their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at NSSLHA's expense, if NSSLHA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

(e) The parties intend that payments hereunder shall constitute Royalties excludable from taxation as unrelated business taxable income under the Internal Revenue Code. If there are developments in Federal tax law that in the view of NSSLHA's counsel, result in payments hereunder not being treated as Royalties or otherwise taxable to NSSLHA, the parties shall negotiate in good faith any term(s) deemed necessary to amend this Agreement to preserve, if at all possible, the non-taxability of NSSLHA.

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. MBNA America shall inform NSSLHA thirty (30) days prior to such an adjustment. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

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 NSSLHA 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 December 31, 2002. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully

performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or NSSLHA, 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 NSSLHA 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 NSSLHA to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Upon termination of this Agreement, NSSLHA shall not attempt to cause the removal of NSSLHA's identification or Trademarks from any Customer's existing credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement provided, however, if, as and when MBNA America reissues any credit device or check to a Customer following termination of this Agreement, MBNA America shall not use any Trademark(s) of NSSLHA thereon.

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), and 10(d) 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 NSSLHA:

NATIONAL STUDENT SPEECH-LANGUAGE-HEARING
ASSOCIATION
10801 Rockville Pike
Rockville, Maryland 20852

ATTENTION: Ms. Jennifer Martinez, Program Administrator

Fax #: 301-571-0457

(2) If to MBNA America:

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

ATTENTION: Mr. William H. Daiger, Jr., Group President

Fax #: 302-457-1195

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, subject to the confidentiality provisions contained within Section 7.

(h) MBNA America and NSSLHA 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 NSSLHA 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 representative, has executed this Agreement as of the Effective Date.

NATIONAL STUDENT SPEECH-LANGUAGE-HEARING ASSOCIATION

By: Brian Shulman

Name: BRIAN SHULMAN

Title: EXECUTIVE DIRECTOR

Date: 1/7/98

MBNA AMERICA BANK, N.A.

By: Penelope J. Taylor

Name: PENELOPE J. TAYLOR

Title: SEVP

Date: 2/20/98

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS (opened with MBNA America)

1. There is NO annual fee.
2. The current annual percentage rate will be a variable rate of prime plus 8.6%. There may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. RESIDUAL ROYALTY CREDIT CARD ACCOUNTS (opened prior to June 30, 1997 with Oak Brook Bank)

1. There is NO annual fee.
2. The current annual percentage rate for a Credit Card Account will be a fixed rate of 16.9%. There may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement unless otherwise provided for below, MBNA America will pay NATIONAL STUDENT SPEECH-LANGUAGE-HEARING ASSOCIATION a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment 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). \$2.00 (two dollars) for each Credit Card Account for which the annual fee is paid by the Customer or if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- 3). \$0.20 (twenty cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g. the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. RESIDUAL ROYALTY CREDIT CARD ACCOUNTS (opened prior to June 30, 1997 with Oak Brook Bank)

- 1.) MBNA America will pay NSSLHA the Royalty described in this Section B., from the Effective Date of this Agreement up to and including July 1, 1998. Thereafter, and during the remaining initial term of this Agreement, Residual Royalty Credit Card Accounts will receive the compensation set forth in Schedule B, Section A.
- 2). \$1.00 (one dollar) for each Residual Royalty Credit Card Account for which the annual fee is paid by the Customer or 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 Residual Royalty 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 Residual Royalty Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
- 3). 0.10% (one tenth of one percent) of all outstanding retail purchase transaction dollar volume generated by Customers using a Residual Royalty 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. ORIGINAL CREDIT CARD ACCOUNTS

1). \$2.00 (two dollars) for each Original Credit Card Account for which the annual fee is paid by the Customer or 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 Original 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 Original Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

2). \$0.20 (twenty cents) for each retail purchase transaction made by a Customer using a 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)).

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 5th day of December, 2002 by and between NATIONAL STUDENT SPEECH LANGUAGE HEARING ASSOCIATION ("NSSLHA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, NSSLHA 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 NSSLHA; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, NSSLHA 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 December 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.
3. In addition to NSSLHA's obligations under the Agreement to exclusively endorse the Program, NSSLHA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America. For the purpose of this agreement renewal, both parties have agreed that the term "Financial Service Products" will remain the same as in the original agreement, with the exception of the removal of debit card as part of the definition.

State Partnership

NOV 06 2002

Public Hearing

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.

NATIONAL STUDENT SPEECH LANGUAGE
HEARING ASSOCIATION

By: [Signature]
Name: Lynn K. Flahive
Title: Executive Director
Date: 10/23/02

MBNA AMERICA BANK, N.A.

By: [Signature]
Name: David L. Harris
Title: Sr. Executive Vice President
Date: 12/2/02