

**AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 13th day of March, 2003 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and AMERICAN SOCIETY OF INTERIOR DESIGNERS, INC., having its principal place of business in Washington, D.C. ("ASID") for themselves, and their respective successors and assigns.

WHEREAS, ASID and MBNA America are parties to an affinity agreement, as amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ASID; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ASID 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) "Business Credit Card Account" means a business credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Business GIP Account" means a Business Credit Card Account opened by a Member pursuant to a GIP in which ASID complies with the GIP provisions of this Agreement.
- (d) "Corporate Credit Card Account" means a corporate credit card account, commonly used for business and travel expenses, opened by a Customer pursuant to the Program.
- (e) "Consumer Credit Card Account" means a consumer credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (f) "Customer" means any Member who is a participant in the Program.
- (g) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program,

long distance calling card program, purchasing card program and travel and entertainment card program.

(h) "Group Incentive Program" or "GIP" means any marketing or other program whereby ASID conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(i) "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.

(j) "Member" means a member of ASID and/or other potential participants mutually agreed to by ASID and MBNA America.

(k) "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.

(l) "Purchasing Credit Card Account" means a purchasing credit card account, commonly used for daily business operating expenses, opened by a Customer pursuant to the Program.

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

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

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

2. RIGHTS AND RESPONSIBILITIES OF ASID

(a) ASID agrees that during the term of this Agreement it will endorse the Program exclusively and that neither ASID nor any ASID Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial

Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ASID may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ASID of said financial institution or the advertised Financial Service Product.

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

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

(d) ASID 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 ASID at a maximum cost of \$7500. In the event such costs exceed Royalties then due ASID, ASID shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, ASID shall provide MBNA America with the Mailing List free of any charge; provided, however, that ASID shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that ASID not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by ASID or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ASID. ASID shall provide the first Mailing List, containing at least twenty thousand (20,000) non-duplicate names (of persons at least eighteen years of age) with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, as soon as possible but no later than thirty (30) days after ASID's execution of this Agreement.

(f) ASID shall, and shall cause any ASID 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 ASID. Notwithstanding the above, ASID 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 ASID. Any correspondence received by ASID that is intended for MBNA America (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) ASID 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. ASID 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 ASID's execution of this Agreement. Nothing stated in this Agreement prohibits ASID 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 ASID.
- (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 ASID.
- (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 ASID. 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 ASID.

4. REPRESENTATIONS AND WARRANTIES

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

5. CROSS INDEMNIFICATION

- a. ASID and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against 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 ASID or MBNA America, respectively as the case may be, or its directors, officers or employees. 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. If there is a material breach of this Agreement by ASID, MBNA America agrees that the amount of ASID's liability shall be limited to the amount of Royalties paid to ASID from the date of executing the Original Agreement to the date such damages are awarded.

- b. MBNA America will indemnify and hold harmless ASID and ASID's Indemnitees from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which:
- (i) arises out of violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors; or
 - (ii) arises out of MBNA America providing services to Members under this Agreement

in which ASID is included as a defendant (referred to as a "Claim"). ASID 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. ASID agrees (i) not to take any action which may substantially 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 ASID takes any Action with respect to a Claim which materially prejudices MBNA America's defense or increase its liability without MBNA America's written approval or ASID fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim and such failure to notify MBNA America within such time period materially prejudices MBNA America's defense or increase its liability, (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 ASID harmless with respect to that Claim.

6. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to ASID. 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 ASID with a statement showing the number of Consumer Credit Card Accounts and Business Credit Card Accounts opened, the number of Consumer Credit Card Accounts and Business 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. 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 ASID pursuant to any GIP. In that regard, ASID 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 ASID 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 ASID as instructed by MBNA America 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 right it may have under this Agreement, MBNA America shall have the right of prior approval (such approval will not be unreasonably or untimely withheld) of all advertising and solicitation materials distributed by ASID pursuant to any GIP. MBNA 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 ASID pursuant to any GIP shall be deducted from any or all Royalty payments due ASID under this Agreement. Prior to producing or mailing any given GIP materials, MBNA America shall submit for ASID's prior approval (such approval will not be unreasonably or untimely withheld) a good faith estimate of the costs to be incurred in producing such materials.

(e) ASID 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.

9. 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 ASID 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.

10. TERM OF AGREEMENT

The term of this Agreement will begin on the Effective Date and end on December 31, 2007.

11. 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.

12. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ASID, 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 ASID 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 ASID or any ASID Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ASID shall not attempt to cause the removal of ASID'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, ASID agrees that neither ASID nor any ASID 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, ASID 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 ASID 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.

13. 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), 5, 9, 12(c), 12(d) and 12(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 ASID:

AMERICAN SOCIETY OF INTERIOR DESIGNERS
608 Massachusetts Avenue, N.E.
Washington, D.C. 20002-6006

ATTENTION: Mr. Benjamin Buehler

(2) If to MBNA America:

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

ATTENTION: Director of National Sales
Director, Business Lending (with respect to any
notices affecting or relating to Business, Corporate
or Purchasing Card Accounts)

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, Business Credit Card Accounts, Corporate Credit Card Accounts and Purchasing Credit Card Accounts 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 ASID 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 ASID and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

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

AMERICAN SOCIETY OF
INTERIOR DESIGNERS, INC.

MBNA AMERICA BANK, N.A.

By: Michael C. Alin

By: [Signature]

Name: MICHAEL C. ALIN

Name: HAL ERSKINE

Title: EXECUTIVE DIRECTOR

Title: SEVP

Date: MARCH 10, 2003

Date: 5/13/03

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. CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate will be a fixed rate of 13.99%.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. BUSINESS CREDIT CARD ACCOUNTS

The pricing referenced below will be subject in all respects to the terms set forth in the Commercial Credit Agreement entered into between MBNA America (Delaware), N.A. ("MBNA Delaware") and each individual or business entity, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA Delaware's rights under such Commercial Credit Agreement. MBNA America reserves the right to make special pricing offers for Business Credit Card Accounts to select Members or potential Members or to change the product name(s) (e.g., *Platinum Plus for Business*), in its sole discretion, from time to time. Terms of any benefits will be stated in the benefits brochure supplied to each Customer.

1. There is no annual fee for each Business Credit Card issued to an individual or business entity pursuant to the Business Credit Card Account Program.
2. The current Annual Percentage Rate for Business Credit Card Accounts is a fixed rate of 11.99%.

C. 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 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 12.99%.

D. GOLD OPTION ACCOUNTS

“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.

1. There is NO annual fee.
2. The current annual percentage rate is as low as 12.99%.

E. CORPORATE CREDIT CARD ACCOUNTS

The accounts will be subject in all respects to the terms set forth in a separate Commercial Card Account Agreement and Commercial Credit Agreement entered into between MBNA Delaware and each Customer as the same may be amended from time to time. Terms of any benefits will be stated in the benefits brochure supplied to each Customer.

F. PURCHASING CREDIT CARD ACCOUNTS

The terms will be subject in all respects to the terms set forth in a separate Commercial Card Account Agreement and Commercial Credit Agreement entered into between MBNA Delaware and each Customer as the same may be amended from time to time. Terms of any benefits will be stated in the benefits brochure supplied to each Customer.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay ASID 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 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.
2. \$3.00 (three dollars) for each Consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Consumer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Consumer 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. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Consumer Credit Card Accounts, Corporate Credit Card Accounts or Purchasing Credit Card Accounts shall not apply to Business Credit Card Accounts.

1. Twenty five basis points (0.25%) 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 money orders, bets, lottery ticket, or casino gaming chips).

2. \$35.00 (thirty-five dollars) for each Business GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a chargeback or otherwise disputed. Such Business GIP Account will not qualify for any other opening-of-account Royalty.

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (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 fee on a Gold Reserve Account.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (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.

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

F. CORPORATE CREDIT CARD ACCOUNTS

Corporate Credit Card Account compensation shall not affect any other compensation contained in this Agreement, and the compensation provisions referencing other Consumer Credit Card, Purchasing Credit Card or Business Credit Card Accounts shall not apply to Corporate Credit Card Accounts. ASID and MBNA America agree to negotiate compensation on a case-by-case basis.

G. PURCHASING CREDIT CARD ACCOUNTS

Purchasing Credit Card Account compensation shall not affect any other compensation contained in this Agreement, and the compensation provisions referencing other Consumer Credit Card, Corporate Credit Card or Business Credit Card Accounts shall not apply to Purchasing Credit Card Accounts. ASID and MBNA America agree to negotiate compensation on a case-by-case basis.

**ADDENDUM TO THE AMERICAN SOCIETY OF INTERIOR DESIGNERS, INC.
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of June, 2007 (the "Addendum Effective Date"), by and between American Society of Interior Designers, Inc. ("ASID") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, ASID and BANK are parties to that certain Amended and Restated Agreement dated as of March 13, 2003, as the same may have been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of ASID; and,

WHEREAS, ASID and BANK mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ASID and BANK 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 following definitions are hereby added to Section 1 of the Agreement as follows:

"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 BANK and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by BANK from time to time, in its sole discretion.

"Business Reward GIP Account" means a Business Reward Account opened pursuant to a GIP in which ASID complies with the GIP provisions of the Agreement.

"Emerging Credit Card Account" means a Consumer Credit Card Account coded by Bank with one of Bank's risk management identifiers.

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

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

"Gold Option GIP Account" means a Gold Option account opened pursuant to a GIP in which ASID complies with the GIP provisions of this Agreement.

"Gold Reserve GIP Account" means a Gold Reserve Account opened pursuant to a GIP in which ASID complies with the GIP provisions of this Agreement.

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

“Reward Enhancement” means the loyalty reward Consumer Credit Card Account enhancement as provided through Bank 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 Bank 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 ASID complies with the GIP provisions of the Agreement.

3. The current term of the Agreement is hereby extended to end on March 31, 2010.
4. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and made a part hereof.
5. The parties agree that Reward Credit Card Accounts, Business Reward Accounts and Emerging Credit Card Accounts are now a part of the Program (as such products or Program may be adjusted or amended from time to time by BANK, in its sole discretion). BANK may, at its option, offer Reward Credit Card Accounts, Business Reward Accounts and Emerging Credit Card Accounts to some or all of the persons included on the lists provided by ASID under the Agreement.
6. All of ASID's promises arising from its exclusive arrangement with BANK in the Agreement shall equally apply to Reward Credit Card Accounts, Business Reward Accounts and Emerging Credit Card Accounts.
7. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
8. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN SOCIETY OF INTERIOR

FIA CARD SERVICES, N.A.

- 2 -

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CONFIDENTIAL

DESIGNERS, INC.

By: Michael C. Alin
Name: MICHAEL C. ALIN
Title: EXECUTIVE DIRECTOR
Date: 6/18/07

By: Sandra Wirt
Name: SANDEA WIRT
Title: SVP
Date: 10/4/07

Attachment #1

SCHEDULE B

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety 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. \$3.00 (three dollars) for each Consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Consumer 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)).
4. \$50.00 (fifty 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 consecutive days of the consumer 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 consumer GIP Accounts will not qualify for any other opening-of-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Consumer Credit Card Accounts will not apply to Reward Credit Card Accounts.

1. \$3.00 (three dollars) for each new Reward 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 consecutive days of the Reward 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. This Royalty will not be paid for any Consumer Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.

2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Reward 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 Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve 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)).
4. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging 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 Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging 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 Emerging Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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)).

4. \$10.00 (ten dollars) for each Emerging Credit 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 consecutive days of the Emerging Credit Card 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 Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement and the Royalty compensation provisions referencing any other form of Consumer Credit Card Accounts will not apply to Business Credit Card Accounts.

1. 0.25% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account, 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 GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety consecutive days, and which is utilized by the Customer within the first ninety consecutive days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-account Royalty.

E. BUSINESS REWARD ACCOUNTS

Business Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement and the Royalty compensation provisions referencing any other form of Consumer Credit Card Accounts will not apply to Business Reward Accounts.

1. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward 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 Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the 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 Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

F. 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 will 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 will 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 days following the end of the calendar year in which it is earned.
3. \$25.00 (twenty-five dollars) for each Gold Option 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 Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Account will not qualify for any other opening-of-an-account Royalty.

G. 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 will 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 will 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 days following the end of the calendar year in which it is earned.

3. \$25.00 (twenty-five dollars) for each Gold Reserve 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 Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Account will not qualify for any other opening-of-an-account Royalty.

H. 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. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) 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.

I. CORPORATE CREDIT CARD ACCOUNTS

Corporate Credit Card Account compensation shall not affect any other compensation contained in this Agreement, and the compensation provisions referencing other Consumer Credit Card, Purchasing Credit Card or Business Credit Card Accounts shall not apply to Corporate Credit Card Accounts. ASID and BANK agree to negotiate compensation on a case-by-case basis.

J. PURCHASING CREDIT CARD ACCOUNTS

Purchasing Credit Card Account compensation shall not affect any other compensation contained in this Agreement, and the compensation provisions referencing other Consumer Credit Card, Corporate Credit Card or Business Credit Card Accounts shall not apply to Purchasing Credit Card Accounts. ASID and BANK agree to negotiate compensation on a case-by-case basis.

AMERICAN SOCIETY OF INTERIOR DESIGNERS, INC.
SECOND AMENDED AND RESTATED
AFFINITY AGREEMENT

FIA CARD SERVICES
SERVICE OPERATIONS
FEB -3 2010

This Agreement is entered into as of this 1st day of April, 2010 (the "Effective Date") by and between FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and American Society of Interior Designers, Inc., a corporation having its principal place of business at 608 Massachusetts Avenue, N.E., Washington, DC 20002-6006 ("ASID"), for themselves and their respective successors and assigns.

WHEREAS, ASID and Bank are parties to that certain Amended and Restated Affinity Agreement dated March 13, 2003, as the same has been amended ("First Amended and Restated Affinity Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of ASID; and,

WHEREAS, ASID and Bank mutually desire to amend and restate the First Amended and Restated Affinity Agreement.

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this affinity agreement and Schedules A and B.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"ASID Affiliate" means any Affiliate of ASID.

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

"Credit Card Account" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

“Customer” means any Member who is a participant in the Program.

“Emerging Account” means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

“Emerging GIP Account” means an Emerging Account opened pursuant to a GIP in which ASID complies with the GIP provisions of this Agreement.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products.

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

“Group Incentive Program” or **“GIP”** means any marketing or other program whereby ASID conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Information” has the meaning ascribed to such word in Section 7.

“Marketing List” means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

“Member” means a member of ASID, a member of any ASID Affiliates and/or other potential participants mutually agreed to by ASID and Bank.

“Program” means those programs and services, and the promotion thereof, the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an ASID Trademark, with or without other elements.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

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

“Royalties” means the compensation set forth in Schedule A.

2. RIGHTS AND RESPONSIBILITIES OF ASID

- (a) ASID agrees that during the term of this Agreement it will endorse the Program exclusively and that neither ASID nor any ASID Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the ASID Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Bank. In addition, if ASID or any ASID Affiliate sells any product or service, in connection with such sales, ASID shall not, and shall cause ASID Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, ASID may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ASID of said financial institution or advertising for a Financial Service Product.
- (b) ASID agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) ASID authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) ASID will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an ASID Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the ASID Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due ASID. In the event such costs exceed Royalties then due ASID, if requested by Bank, ASID will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, ASID will provide Bank with the Marketing List free of any charge; provided, however, that ASID will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that ASID not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by ASID or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due ASID. ASID will provide the first Marketing List, containing the required information for at least fourteen thousand (14,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after ASID's execution of this Agreement.
- (f) ASID will, and will cause any ASID Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to ASID. Notwithstanding the above, ASID 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 Bank to ASID. Any correspondence received by ASID that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the

Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by ASID will be paid by Bank.

- (g) ASID hereby grants Bank and its Affiliates a limited, exclusive license to use the ASID Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the ASID Trademarks, notwithstanding the transfer of such ASID Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. ASID will provide Bank all ASID Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after ASID's execution of this Agreement. Nothing stated in this Agreement prohibits ASID from granting to other persons a license to use the ASID Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an ASID Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). ASID may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. ASID shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any ASID Trademark. Bank may use Program Trademarks that contain ASID Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) ASID will permit Bank, at no cost to Bank, to advertise the Program on ASID's home page and at other prominent locations within the internet site(s) of ASID. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle ASID to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. ASID will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, ASID will provide Bank with the ability to access any and all pages within the ASID internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program, except for materials used in any GIP. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of ASID.
- (c) Bank will bear all costs of producing and mailing materials for the Program, except for materials used in any GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of ASID.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing

Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of ASID. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by ASID.

4. REPRESENTATIONS AND WARRANTIES

(a) ASID and Bank each represents and warrants to the other party 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 negotiation, 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) ASID represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the ASID Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. ASID will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the ASID Trademarks license granted herein or from Bank's use of the ASID Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any ASID Trademarks or Marketing Lists.

5. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to ASID. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due, along with the delivery of Bank's Royalty report, will 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, Bank will provide ASID with a statement showing: the number of consumer Credit

Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.

- (c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify ASID in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after ASID's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to ASID, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

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. Bank and ASID will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2013. 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) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or ASID, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or ASID 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the ASID Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the ASID Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by ASID or any ASID Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, ASID will allow Bank to continue to use the ASID Trademarks on, and will not attempt to cause the removal of ASID Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify ASID in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after ASID's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to ASID, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, ASID agrees that neither ASID nor any ASID Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, ASID may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by ASID, 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 that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP INCENTIVE PROGRAM

- (a) ASID will design all advertising, solicitation and promotional material with regard to any GIP. ASID will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle ASID to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by ASID as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by ASID pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. ASID will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of ASID pursuant to any GIP will be promptly reimbursed by ASID upon demand.
- (e) ASID will make all reasonably requested changes to materials to obtain Bank's consent and ASID will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

(1) If to ASID:

American Society of Interior Designers, Inc.
608 Massachusetts Avenue, N.E.
Washington, DC 20002-6006

ATTENTION: Mr. Rick Palouzo
Assistant Executive Director

Fax #: (202) 546-3240

(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the First Amended and Restated Affinity Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, ASID may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of ASID. Bank 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 Bank's affiliates.
- (h) Bank and ASID are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than ASID and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.

- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

American Society of Interior Designers, Inc.

By: Michael C. Alin
 Name: MICHAEL C. ALIN
 Title: EXECUTIVE DIRECTOR
 Date: 1/26/10

FIA Card Services, N.A.

By: Sandra Wirt
 Name: SANDRA WIRT
 Title: SVP
 Date: 2/12/10

SCHEDULE A

ROYALTY ARRANGEMENT

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

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 and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 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 (12) months.
3. 0.35% (thirty-five basis points) of all retail purchase transaction dollar volume generated by Customers 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$50.00 (fifty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) 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.

B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.15% (fifteen basis points) of all retail purchase transaction dollar volume generated by Customers using a 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, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING ACCOUNTS

Emerging Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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 Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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)).
4. \$10.00 (ten dollars) for each Emerging 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 Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.