

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and NATIONAL LAWYERS GUILD, a New York corporation having its principal place of business in New York, New York (hereinafter referred to as "NLG") for themselves, their successors and assigns.

WHEREAS, the parties and TRANS NATIONAL FINANCIAL SERVICES, INC., entered into an Agreement dated January 12, 1987; as so amended by an Addendum dated February 1, 1989 (the "Original Agreement"); and

WHEREAS, MBNA America is responsible for the administration of the credit card and related financial service programs; and

WHEREAS, TNFS LIMITED PARTNERSHIP ("TNFS"), the sole successor in interest to TNFS, has assigned all of its rights under the Original Agreement to MBNA America and is therefore, no longer a party to the Original Agreement.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means September 30, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services and travel and entertainment card services, deposit services and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of NLG plus other participants mutually agreed to by NLG and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by NLG during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate NLG with Royalties generated thereby, and

NLG agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF NLG

- (a) NLG agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. NLG will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. NLG further agrees that during the term of this Agreement, no NLG publication shall carry advertisements for any other Financial Services.
- (b) NLG authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program. Telephone solicitation shall not begin without the written authorization of NLG.
- (c) NLG shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either NLG's Trademark or the endorsement of NLG, which shall not be unreasonably withheld or delayed.
- (d) NLG shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by NLG.
- (e) NLG shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to NLG.
- (f) NLG warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. NLG hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by NLG during the term of this Agreement. Nothing stated in this Agreement prohibits NLG from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.
- (g) NLG shall provide MBNA America with a subscription without charge to any and all NLG publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of NLG.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of NLG. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by NLG.
- (f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

5. ROYALTIES

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

6. CROSS INDEMNIFICATION

NLG and MBNA America each will indemnify and hold harmless the other party, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by NLG or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

7. RATES AND BENEFITS

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

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning September 30, 1994 until September 30, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) 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 communicated by NLG to the Members. Upon termination or expiration of this Agreement, NLG shall not take action with MBNA America or any other person to cause the removal of NLG's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

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

(b) If either MBNA America or NLG becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

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

in or to the Trademarks.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both parties hereto.
- (b) The obligations in Sections 6, 8, and 9 (b) shall survive any termination or expiration of this Agreement.
- (c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability 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 received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

- (i) If to NLG:

NATIONAL LAWYERS GUILD
55 Avenue of the Americas
New York, New York 10013

ATTENTION: Mr. Martin Sanchez
Executive Director

- (ii) If to MBNA America:

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

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

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

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

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

NATIONAL LAWYERS GUILD

Dated this 9-2 day of September, 1994

By: [Signature]
Title: Executive Director

MBNA AMERICA BANK N.A.

Dated this 24 day of September, 1994

By: [Signature]
Title: Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

* There is NO Annual Fee.

* The current Annual Percentage Rate for Members will be a fixed rate of 15.9%, or a variable rate of prime plus 7.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

* The current Annual Percentage Rate for Students will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

B. GOLD RESERVE ACCOUNTS

* There is NO Annual Fee for the first six (6) months for the Members.

* The Annual Fee for the second six (6) months, when applied, is \$7.50.

* Thereafter the Annual Fee, when applied, is \$15.00.

* The current Annual Percentage Rate is 15.9%.

C. GOLD OPTION ACCOUNTS

* There is NO Annual Fee for the Members.

* The current Annual Percentage Rate is 13.9%.

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

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

- * \$1.00 for every new Credit Card Account opened by a Customer of NLG, which remains open for at least ninety (90) days.
- * \$1.00 each full twelve (12) month period that a Credit Card Account is renewed and an Annual Fee is paid by a 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 that remains open and active for a twelve (12) consecutive month period following the opening date of the Credit Card Account or the date such Royalty last accrued.
- * \$0.20 per retail purchase transaction made by a Customer (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- * \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- * 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- * \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.
- * Effective January 1, 1990 an increase of \$1.00 for premium accounts and \$1.00 for standard accounts, over and above existing renewal compensation provided for in this Agreement, shall be paid for each credit card account renewing each year during the term of this Agreement. Payment provided for in this Agreement, as amended, shall be made on a calendar quarter basis.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

SCHEDULE B
DEPOSIT SERVICES

I. **MONEY MARKET DEPOSIT ACCOUNT ("MMDA")**

* Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.

* Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.

* Customers may write up to three (3) checks per statement cycle.

* Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. **CERTIFICATE OF DEPOSIT ACCOUNT ("CD")**

* The interest rate for the stated term of the CD is guaranteed to stay the same.

* Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.

* There will be penalties assessed for early withdrawal according to the terms of the CD.

* Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. **MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT**

* All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).

* Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.

* A minimum deposit of at least \$2,500 is required to establish each account.

* MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America

IV. **ROYALTIES**

* Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of NLG Members obtained by MBNA America pursuant to the Program.

* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of NLG Members obtained by MBNA America pursuant to the Program.

* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of November, 1994, by and between National Lawyers Guild ("NLG") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, NLG and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of NLG; and

WHEREAS, NLG and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language:

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

1. Effective as of October 1, 1994, the terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$1.00 (One dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance 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.

2. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
3. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid 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.

NATIONAL LAWYERS GUILD

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature]

Name: Martin A. Sanchez

Name: [Signature]

Title: Executive Director

Title: Executive Director

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1 day of January 2002 by and between National Lawyers Guild ("NLG"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, NLG 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 NLG; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, NLG 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 September 30, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to NLG's obligations under the Agreement to exclusively endorse the Program, NLG 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.
4. Effective for compensation accruing on or after the calendar quarter beginning January 1, 2002 any Royalty compensation or formula set forth in the Agreement with regard to Credit Card Accounts is hereby deleted in its entirety and replaced by the Royalty compensation as set forth on the attached Attachment # 1 to this Addendum.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises,

negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

National Lawyers Guild

MBNA AMERICA BANK, N.A.

By: 
Name: Heidi E. Boghosian
Title: Executive Director
Date: Dec. 11 2003

By: 
Name: LYNN S KOTZOFF
Title: Sr EXEC V.P.
Date: 1-28-04

ATTACHMENT #1

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. \$1.00 (one dollar) 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% (fourty one hundredths 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)).

**AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of October, 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 Natinoal Lawyers Guild, Inc. a New York domestic not for profit corporation having its principal place of business in New York, New York (including its Affiliates, collectively, the "Group"), for themselves and their respective successors and assigns.

WHEREAS, Group and Bank are parties to that certain affinity agreement between the parties as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Group; and,

WHEREAS, Group and Bank mutually desire to amend and restate the Original Agreement.

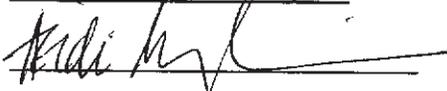
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Group and Bank agree as follows:

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2012. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the full initial term, either party may terminate this Agreement, without cause, with ninety (90) day written notice to the other party.

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

National Lawyers Guild, Inc.

By:



Name:

HEIDI BOGHOSIAN

Title:

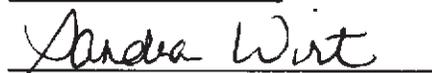
EXECUTIVE DIRECTOR

Date:

Aug. 2, 2010

FIA Card Services, N.A.

By:



Name:

SANDRA WIRT

Title:

SVP

Date:

8/16/10

Group Contact Information as pertaining to Schedule C, Section f(1):

Contact Name/Title Ms. Heidi Bohosian/Executive Director

Street: 132 Nassau Street

City, State, Zip: New York, New York, 10038

Fax #: (212) 679-2811

E-mail address: director@nlg.org

1. USE OF BANK WEB PORTAL

- (a) Subject to the terms of this Agreement, Bank will provide Group with access to Bank's affinity web portal ("Web Portal") containing Bank-designed advertising, solicitation, and promotional material for Group's use in marketing the Program.
- (b) Group will only use materials provided by Bank in marketing the Program. All marketing materials generated by Bank for Group's marketing of the Program will be coded by Bank for tracking purposes. Marketing materials or inquiries from Members which do not contain or reference such coding will not be considered eligible for any Royalty.
- (c) Group will not deviate from the approved materials for any Program marketing without the prior written approval of Bank.
- (d) Bank has control over, in its sole discretion, the commencement and continuation of any marketing of the Program.

2. RIGHTS AND OBLIGATIONS OF GROUP

- (a) Group agrees to use reasonable efforts to market the Program to Members using the materials provided on the Web Portal.
- (b) Group agrees that during the term of this Agreement it will endorse the Program exclusively, and neither Group nor any Group 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 Group 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 Group sells any product or service, in connection with such sales, Group shall not favor any payment product or method of payment over any payment product or method of payment offered under the Program.
- (c) Group will 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 Group.
- (d) Any correspondence received by Group that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to Bank via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by Group will be paid by Bank.
- (e) Group hereby grants Bank and its Affiliates an exclusive license to use the Group 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 Group Trademarks, notwithstanding the transfer of such Group Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Group will provide Bank all Group Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program upon Bank's request. Nothing stated in this Agreement prohibits Group from granting to other persons a license to use the Group Trademarks in

conjunction with the providing of any other service or product, except for any Financial Service Products.

- (f) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a Group 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(f). Group may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. Group shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Group Trademark. Bank may use Program Trademarks that contain Group 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.
- (g) Group will advertise the Program, for the purpose of generating new accounts, in at least one prominent location within the internet site(s) of Group at no cost to Bank. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Group will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, Group will provide Bank with the ability to access any and all pages within the Group internet site(s), including without limitation any "members only" or other restricted access pages.
- (h) Group will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Equal Credit Opportunity Act and the CAN-SPAM Act of 2003, with respect to any Program marketing. Group will comply with Bank's instructions and all applicable law concerning Program advertisements or links included by Group in emails sent to Members, including without limitation the CAN-SPAM Act.
- (i) Group will complete an updated W-9 form and ACH form upon Bank's request. Bank will not pay Royalties until a W-9 Form and ACH Form or other IRS required form (e.g., W-8) is completed by Group and received by Bank.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will maintain and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program.
- (c) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Group.
- (d) 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 Group.
- (e) 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.
- (f) During the term of this Agreement, Bank will pay Royalties to Group. Except as otherwise provided in Schedule B, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.

4. REPRESENTATIONS AND WARRANTIES

(a) Group 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) Group 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 Group Trademarks to Bank for use as contemplated by this Agreement. Group 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 Group Trademarks license granted herein. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Group Trademarks.

5. 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 and shall not be used for any purpose not related to the Program. 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 Group 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 5 by their Agents.

6. 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.

7. TERM/TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or Group, 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 thirty (30) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate thirty (30) days after the Cure Period.
- (b) If either Bank or Group 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 7(d) of this Agreement, cease to use the Group 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 Group Trademarks.
- (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 Group or any Group Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, Group will allow Bank to continue to use the Group Trademarks on, and will not attempt to cause the removal of Group 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.

8. ADDITIONAL PROVISIONS

Schedules A, B and C are incorporated by reference.

Schedule A

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 through C.

"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.

"Financial Service Product" means any credit card or charge card program.

"Group Affiliate" means any Affiliate of Group.

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

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

"Member" means a member or customer of Group and/or other potential participants mutually agreed to by Group and Bank.

"Program" means those programs and services, and the promotion thereof, of 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 a Group Trademark, with or without other elements.

"Royalties" means the compensation set forth in Schedule B.

Schedule B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Group a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$75.00 (seventy-five dollars) for each Credit Card Account opened, which remains open for at least sixty (60) consecutive days and which is utilized by the Customer within the first sixty (60) consecutive days of the Credit Card 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.
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. 0.20% (twenty 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)).

Schedule C

ADDITIONAL PROVISIONS

- (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(f), 2(h), 4(b), 5, 7(c), and 7(d) 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 (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested, or (iii) via e-mail. All notices will be addressed as follows:

- (1) If to Group
(as specified on signature page)
- (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
E-mail : affinityteam@bankofamerica.com
- (3) Any party may change the address, e-mail 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 Original Agreement, if applicable. 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 other agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, Group 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 Group. 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. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) Bank and Group 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 Group and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Group recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Group agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that Group does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) 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. This section shall survive the termination or expiration of this Agreement.
- (l) 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.
- (m) 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.
- (n) 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.