

**AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 22nd day of March, 2002 (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 ASSOCIATION OF TRIAL LAWYERS OF AMERICA having its principal place of business at 1050 31ST Street, N.W., Washington, District of Columbia (ATLA) for themselves, and their respective successors and assigns.

WHEREAS, ATLA and MBNA America are parties to an Amended and Restated Affinity Agreement dated as of September 4, 2001 (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 ATLA; and

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

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program and is not a "Student".
- (d) "Student" means any Member who is enrolled in or attends any law school, including, but not limited to, day and evening students, graduate and undergraduate students, and part-time and full-time students.
- (e) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (f) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members segmented by zip codes or reasonably selected membership characteristics.

telephone numbers and e-mail addresses of Members segmented by zip codes or reasonably selected membership characteristics.

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

(h) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

2. RIGHTS AND RESPONSIBILITIES OF ATLA

(a) ATLA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not 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; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ATLA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ATLA of said financial institution or the advertised Financial Service Product.

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

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

(d) ATLA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain ATLA's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, ATLA shall provide MBNA America with Mailing Lists. In the event that MBNA America incurs a cost because of a charge assessed by ATLA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ATLA. The initial Mailing List shall contain at least Fifty Thousand (50,000) names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses.

(f) ATLA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ATLA.

Notwithstanding the above, ATLA 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 ATLA. Any correspondence received by ATLA 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) ATLA 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. Nothing stated in this Agreement prohibits ATLA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Each calendar year during the term of this Agreement, ATLA shall provide to MBNA America free of charge one (1) standard vendor booth located in a prominent, high pedestrian traffic area at at least one of the two annual ATLA conventions held each calendar year.

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 ATLA.

(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 ATLA.

(e) MBNA America shall use the Mailing Lists, provided pursuant to this Agreement, in a manner 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 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 ATLA. 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 ATLA.

(f) Subject to ATLA's approval, MBNA America will create and provide a Custom Card for ATLA Customers.

(g) MBNA America will notify new accounts of their exemption from the Arbitration provisions of credit card agreement. The Arbitration provision may, in MBNA America's sole discretion, apply to any account not endorsed by Association of Trial Lawyers of America.

4. REPRESENTATIONS AND WARRANTIES

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

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to ATLA. 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 ATLA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

7. CROSS INDEMNIFICATION

ATLA and MBNA America each will indemnify and hold harmless the other party, its 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 ATLA, 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.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and ATLA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2009. This Agreement will automatically extend at the end of the initial term or any renewal

term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ATLA, 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 ATLA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(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 ATLA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ATLA shall not attempt to cause the removal of ATLA'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.

12. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 11(c), and 11(d) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to ATLA:

ASSOCIATION OF TRIAL LAWYERS OF AMERICA
1050 31ST Street
Washington, DC 20007

ATTENTION: Michael Starr
General Counsel

Fax #: (202) 298-6849

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-0261

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, 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 cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

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

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

ASSOCIATION OF TRIAL LAWYERS OF AMERICA	MBNA AMERICA BANK, N.A.
By: <u><i>Thomas H. Henderson, Jr.</i></u>	By: <u><i>Elizabeth Hershey-Ross</i></u>
Name: <u>Thomas H. Henderson, Jr.</u>	Name: <u>Elizabeth Hershey-Ross</u>
Title: <u>Chief Executive Officer</u>	Title: <u>SEVP</u>
Date: <u>3/22/02</u>	Date: <u>4/11/02</u>

SCHEDULE A

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee for the first year.
2. The current annual percentage rate will be a fixed rate of 11.99%, or a variable rate of prime plus 7.40%.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six 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 16.9%.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is 13.9%.

D. BUSINESSCARD ACCOUNTS

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

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

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

2. The current Annual Percentage Rate is: (i) for Preferred, a fixed rate of 17.9%; ii) for Platinum Plus for Business, a fixed rate of 14.99% may be an additional margin applied on account of the Cardholder's delinquency.
3. Notwithstanding Section D.2., above, the current annual percentage rate for BusinessCard Credit Card Accounts issued to ATLA and its employees for their ATLA business use (each, an "Employee BusinessCard Account") will be a fixed rate of 17.9%.
4. Subject to ATLA and MBNA America establishing a BusinessCard Credit Card Account relationship, any Employee BusinessCards that may be issued directly to ATLA for its business use by ATLA employees will be priced as follows:

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

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$4.00 (four dollars) 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.
3. 0.50% (one half of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).

B. 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 annual fee on a Gold Reserve Account.

C. 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.

D. 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 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. BUSINESSCARD ACCOUNTS

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

Compensation for Preferred:

1. \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
2. \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided

however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

Compensation for Platinum Plus for Business:

Twenty-five basis points (.25%) of the retail purchase transaction dollar volume generated by Cardholders using a BusinessCard 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, money orders, bets, lottery ticket, or casino gaming chips).

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Schedule B are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

F. ROYALTY ADVANCE

The parties acknowledge that two payments (each, an "Advance"), totaling Two Million Dollars (\$2,000,000) have been made by MBNA America to ATLA as advances against Royalties, subject to the provisions below. All Royalties which have accrued or will accrue for the period of November 1, 1998 up to and including October 31, 2003 (the "Accrual Period") which have not been paid to ATLA shall, in lieu of direct payment to ATLA, be applied against the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ATLA as set forth in this Agreement. Notwithstanding the foregoing, ATLA promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advances and the total amount of accrued Royalties credited by MBNA America against the Advances as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) ATLA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of this Agreement; and

- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of this Agreement.

G. ROYALTY GUARANTEE.

During the Accrual Period, ATLA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Three Million Two Hundred Fifty Thousand dollars (\$3,250,000) (the "Guarantee Amount"), subject to the provisions set forth below. If as of October 31, 2003 ATLA has not accrued \$3,250,000 in Royalties, then MBNA America will pay ATLA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ATLA during the Accrual Period but not directly paid to ATLA, all Royalty compensation paid to ATLA during the Accrual Period (excluding that certain payment of \$140,509.16), and any unrecouped Advances. Any such payment shall be made on or before December 15, 2003. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of December, 2009 (the "Addendum Effective Date") by and between American Association for Justice (f/k/a Association of Trial Lawyers of America) ("AAJ"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, AAJ and Bank are parties to an Amended and Restated Affinity Agreement dated as of March 22, 2002, as the same may have been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of AAJ; and

WHEREAS, AAJ and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AAJ 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. Bank's notice of non-renewal of the Agreement, dated as of September 22, 2009, is hereby rescinded and is of no further cause or effect.
3. The current term of the Agreement is hereby extended to end on December 31, 2014. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
4. Section 1 of the Agreement is hereby amended by adding the following new definitions:
 - "**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.
 - "**Business Rewards Account**" means a Business Credit Card Account carrying a Business Rewards Enhancement.
 - "**Business Rewards Enhancement**" means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Rewards Accounts. The Business Rewards Enhancement may be marketed under another name as determined by Bank from time to time, in its sole discretion.

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

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

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

"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 AAJ complies with the GIP provisions of the Agreement.

5. Section 2(c) is deleted from the Agreement in its entirety and replaced with the following new Section 2(c):

"(c) AAJ authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program."

6. Section 3(g) is hereby deleted from the Agreement in its entirety.

7. The following new Section 5(c) is hereby added to the Agreement:

"(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 discretion ("Impact"), then Bank may notify AAJ 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 AAJ'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 AAJ, upon ninety (90) days advance written notice. "

8. The following new Section 11(e) is hereby added to the Agreement:

"(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 AAJ in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after AAJ'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 AAJ, upon ninety (90) days advance written notice."

9. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 12(f)(2):

“(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”

10. The following new Section 13 is hereby added to the Agreement:

“13. GROUP INCENTIVE PROGRAM

- (a) AAJ will design all advertising, solicitation and promotional material with regard to any GIP. AAJ will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts and/or Business Credit Card Accounts generated from such efforts will entitle AAJ 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 AAJ 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 AAJ pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. AAJ 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 AAJ pursuant to any GIP will be promptly reimbursed by AAJ upon demand.
- (e) AAJ will make all reasonably requested changes to materials to obtain Bank's consent and AAJ 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. This Section 13(e) will survive termination of the Agreement.”

11. Schedule A and the first sentence of Section 6 are hereby from the Agreement in their entireties.

12. Effective January 1, 2010, Schedule B is hereby deleted from the Agreement in its entirety and replaced with a new Schedule B, as set forth on Attachment #1, attached hereto and incorporated herein.

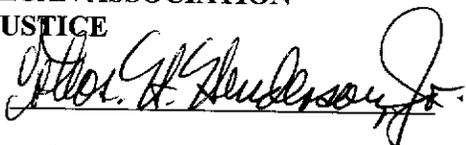
13. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything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

14. 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 Bank's affiliates.

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

**AMERICAN ASSOCIATION
FOR JUSTICE**

By:



Name: Thomas H Henderson Jr.

Title:

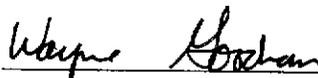
CEO

Date:

12/18/09

FIA CARD SERVICES, N.A.

By:



Name:

Wayne Goodman

Title:

Senior Vice President

Date:

12/31/09

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay AAJ a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for AAJ 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. \$3.00 (three dollars) 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. \$3.00 (three dollars) 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. 0.40% (forty 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. \$75.00 (seventy-five 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. \$3.00 (three dollars) 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. \$3.00 (three dollars) 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. 0.20% (twenty 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. \$75.00 (seventy-five 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. 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 Credit Card Accounts will not apply to Business Credit Card Accounts.

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).
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 open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-account Royalty.

D. BUSINESS REWARDS ACCOUNTS

Business Rewards 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 Business Credit Card Accounts will not apply to Business Rewards Accounts.

1. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Rewards Account excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are quasi cash transactions (*e.g.*, the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).
2. \$40.00 (forty dollars) for each Business Rewards GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Rewards 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 Business Rewards 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.

E. DEPOSIT ACCOUNTS

1. 0.10% (ten basis points) on an annualized basis, computed monthly (periodic rate of 0.008330%) of the average deposits in the money market deposit accounts opened under the Program.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.

ASSOCIATION OF TRIAL LAWYERS OF AMERICA

Gold Reserve Program

Program Summary

Gold Reserve is a revolving loan product from Maryland Bank, N.A. which can be offered to the membership of the ATLA. There are no annual fees on the Gold Reserve Account, and interest does not start accruing until the date the check used to access the credit line is presented to us for payment. The ATLA Gold Reserve account may be used by members who need additional cash or where using a credit card may not be appropriate. A list and brief explanation of the Gold Reserve Programs features follows:

Royalty Compensation to the ATLA

In return for its endorsement of the Gold Reserve Program and working with MBNA to carry out the Program, the ATLA will receive the following compensation:

- * \$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.
- * The greater of 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year or \$1.00 for each Gold Reserve account active during the same calendar year. This will be paid annually within 60 days of the calendar year end.
- * One time payment of \$1.00 times the number of existing open credit card accounts with charging privileges as of December 31, 1987. Payment shall be made within 30 days following completion of the initial Gold Reserve mailing.
- * Effective January 1, 1989 an increase of \$1.00 over and above existing renewal compensation provided for in the Original Agreement, as amended shall be paid for each credit card account renewing each year during the term of this Addendum. Payment provided for in the Original Agreement, as amended, shall be made on a calendar quarter basis.

Program Changes

The specific terms and features of the Program are subject to change by MBNA, following prior written notice to the ATLA including a thirty (30) day written notice if the changed elements are the Annual Fee or Annual Percentage Rate. For a change in the accountholder's Annual Fee or Annual Percentage Rate, the individual members of the ATLA shall be given the opportunity required under applicable law to reject the new rates and to pay the existing balance in accordance with the rate then being applied to the account.

GOLD RESERVE PROGRAM FEATURES

NO ANNUAL FEE MBNA charges no annual fee to members who open a Gold Reserve account. Once approved, members will receive a checkbook to draw against their established line of credit.

UP TO A \$20,000 CREDIT LINE Members may qualify for a credit line of up to \$20,000, subject to MBNA credit guidelines.

MONTHLY PAYMENTS Standard minimum monthly payments are 3% of the New Balance Total or \$15.00, whichever is greater.

PERSONALIZED CHECKS AT NO CHARGE Members initially receive 20 personalized checks which may be written in an amount up to the member's remaining credit limit. Members may obtain additional checks as needed at no additional charge.

ANNUAL PERCENTAGE RATE Interest will accrue from the date of the check used to access the credit line is presented to MBNA for payment, at the rate now in effect in the credit card program.

UP TO 2 PAYMENT HOLIDAY MONTHS Each year, MBNA may designate up to two months as Payment Holidays when no payment is due. (Finance Charges continue to accrue.)

IMMEDIATE CASH ADVANCE Members may request on their application an immediate cash advance in any amount up to their credit limit.

ONE HOUR CREDIT LINE INCREASE Members wishing to increase their Gold Reserve line of credit may apply by calling toll-free.

SERVICE AND TOLL-FREE WATS LINES MBNA provides representatives who are available 24-hours a day to answer members questions. Service and billing questions are answered by persons knowledgeable in Gold Reserve services.

OPTIONAL CREDIT INSURANCE Optional credit life, disability and unemployment insurance is available.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of December, 2010 (the "Addendum Effective Date") by and between American Association for Justice ("AAJ"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, AAJ and Bank are parties to an Amended and Restated Affinity Agreement dated as of March 22, 2002, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of AAJ; and

WHEREAS, AAJ and Bank mutually desire modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AAJ 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. Section 1(e) of the Agreement is hereby amended in its entirety to read as follows:

"(e) "Financial Service Products means credit card programs, charge card programs, installment loan programs, revolving loan programs, and travel and entertainment programs, and any other consumer financial service programs or products described (or intended) to compete with the aforementioned list of products/programs."

3. Section E of Schedule B is hereby deleted from the Agreement in its entirety.

4. Section 11 of that certain Term Extension Addendum to the Agreement dated as of December 1, 2009 is amended to read in its entirety as follows:

"11. Schedule A and the first sentence of Section 6 are hereby deleted from the Agreement in their entireties."

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.

6. 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 Bank's affiliates.

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

AMERICAN ASSOCIATION FOR JUSTICE

By:

Name:

Charles Jeffers
Charles W. Jeffers
December 14, 2010

FIA CARD SERVICES, N.A.

By:

Name:

Wayne Goodman 11/24/2011
Wayne Goodman