

**GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.
AFFINITY AGREEMENT**

This Agreement shall be effective upon the earlier of (i) May 1, 2002, or (ii) the termination of Georgia State University Alumni Association's existing agreement with First USA Bank, N.A., (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC., a non-profit educational institution having its principal place of business in Atlanta, Georgia ("GSUAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby GSUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which GSUAA complies with the GIP provisions of this Agreement.
- (g) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means: (i) an undergraduate or graduate student of GEORGIA STATE UNIVERSITY (each a "Student Member"); and (ii), alumni of GEORGIA STATE UNIVERSITY, a member of the Alumni Association, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic

department and/or other potential participants mutually agreed to by the Alumni Association and MBNA America (each an "Alumni Member").

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

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

(k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark listed on Schedule D, (including revisions and replacements for such Trademarks) used or acquired by GSUAA during the term of this Agreement.

(l) "GSUAA Affiliate" means any entity controlled by GSUAA.

2. RIGHTS AND RESPONSIBILITIES OF GSUAA

(a) GSUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither GSUAA nor any GSUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, GSUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by GSUAA of said financial institution or the advertised Financial Service Product.

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

(c) GSUAA authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program. Telephone solicitation shall not begin without the written authorization of GSUAA.

(d) GSUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain GSUAA's Trademark or name; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due GSUAA. In the event such costs exceed Royalties then due GSUAA, GSUAA shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, GSUAA shall provide MBNA America with the Mailing List free of any charge; provided, however, that GSUAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that GSUAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by GSUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due GSUAA. GSUAA shall provide the initial Mailing List, containing at least one hundred twenty thousand (120,000) non-duplicate alumni names (of persons at least eighteen years of age) and at least thirty thousand (30,000) non-duplicate student names (of persons at least eighteen years of age) as well as additional names of donors and parents of students (as selected by GSUAA) with corresponding valid postal addresses and, when available, telephone numbers of Alumni Members as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement.

(f) GSUAA 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 GSUAA. Notwithstanding the above, GSUAA 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 GSUAA. Any correspondence received by GSUAA 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) GSUAA hereby grants MBNA America and its affiliates a limited, non-exclusive license to use the Trademarks listed on Schedule D (including revisions and replacements for such 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. GSUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement. Nothing stated in this Agreement prohibits GSUAA 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. MBNA America hereby acknowledges, however, that GSUAA has no control over the University itself or the University's Board of Regents. GSUAA agrees that if GSUAA becomes aware that any other University entity has entered, or plans to enter, into a similar agreement for the provision of credit cards, it shall provide MBNA America with written notice of the competitor program. Further, if such competitor program exists, now or at any time during the term of this Agreement, GSUAA agrees that it shall not (i) allow access to the names, addresses or telephone numbers of its Members, (ii) allow access to GSUAA controlled functions for the purpose soliciting credit card applications, or (iii) assist such entity in any way with respect to the competitor program.

(h) GSUAA shall permit MBNA America to advertise the Program on its web-site and at other prominent locations within the internet site of GSUAA. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. There shall be no link on the Georgia State University web-site. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle GSUAA to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. GSUAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of GSUAA.
- (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 GSUAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of GSUAA. 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 GSUAA.

4. REPRESENTATIONS AND WARRANTIES

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

5. CROSS INDEMNIFICATION

(a) GSUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by GSUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. GSUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

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

discharged from any obligation under this Section 5 to indemnify and hold GSUAA harmless with respect to that Claim.

6. ROYALTIES

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

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide GSUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

7. PROGRAM ADJUSTMENTS

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

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and GSUAA 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, provided that GSUAA agrees to: (x) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (y) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (z) if disclosure of such Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2007. 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 GSUAA, 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 GSUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or GSUAA takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

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

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by GSUAA or any GSUAA Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, GSUAA shall not attempt to cause the removal of GSUAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, GSUAA agrees that neither GSUAA nor any GSUAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, GSUAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the GSUAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

12. MISCELLANEOUS

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

(b) The obligations in Sections 5, 8, 11(c), 11(d) and 11(f) shall survive any termination of this Agreement.

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

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

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

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

(1) If to GSUAA:

GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.
G 88 Alumni Hall
University Plaza
Atlanta, Georgia 30303-3083

ATTENTION: Ms. Cristina A. Geso
Executive Director of The Alumni Association

Fax #: 404-651-1485

(2) If to MBNA America:

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

ATTENTION: Mr. William P. Morrison
Division President

Fax #: 302-432-0805 *wm*

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

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

(h) MBNA America and GSUAA 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 GSUAA 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.

13. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by GSUAA pursuant to any GIP. In that regard, GSUAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle GSUAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

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

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

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

(e) GSUAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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

**GEORGIA STATE UNIVERSITY
ALUMNI ASSOCIATION, INC.**

MBNA AMERICA, N.A.

By: CRISTINA A. GESSO

By: *William P. Morrison*

Name: Cristina A. Gesso

Name: William P. Morrison

Title: EXECUTIVE DIRECTOR

Title: Division President

Date: May 1, 2002

Date: 3/20/02

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.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 9.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay GSUAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for GSUAA 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 or underpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student 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 Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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)).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student 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. GIP ACCOUNTS

\$35.00 (thirty-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 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-account Royalty.

C. ROYALTY ADVANCE

Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to GSUAA the sum one hundred and fifty thousand dollars (\$150,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. On the first anniversary of the Effective Date, MBNA America shall pay GSUAA the sum of one hundred fifty thousand dollars (\$150,000), as an advance against future Royalties, subject to the provisions set forth below. On the second anniversary of the Effective Date, MBNA America shall pay GSUAA the sum of one hundred fifty thousand dollars (\$150,000), as an advance against future Royalties, subject to the provisions set forth below. On the third anniversary of the Effective Date, MBNA America shall pay GSUAA the sum of one hundred fifty thousand dollars (\$150,000), as an advance against future Royalties, subject to the provisions set forth below. On the fourth anniversary of the Effective Date, MBNA America shall pay GSUAA the sum of one hundred fifty thousand dollars (\$150,000), for a total advance of seven hundred fifty thousand dollars (\$750,000), subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to GSUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to GSUAA as set forth in this Agreement. Notwithstanding the foregoing, GSUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in clauses (i) through (vi) below should occur:

- (i) The Agreement terminates prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) GSUAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) alumni direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least five (5) student direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

- (v) MBNA America is prohibited or otherwise prevented from conducting at least four (4) alumni and student telemarketing campaigns (limited to two (2) contacts per student) to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (vi) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement. MBNA America agrees it will pay all costs associated with such promotions, including fees imposed by the University on all vendors, and it will only attend events at the invitation of GSUAA.

A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

D. ROYALTY GUARANTEE

GSUAA shall be guaranteed to accrue and MBNA America shall pay Royalties (including without limitation the amount of the Advance) equal to or greater than seven hundred and fifty thousand dollars (\$750,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement. 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 C.1., above.

SCHEDULE D

TRADEMARKS

During the term of this Agreement, or any extension or renewal thereof, and subject to the terms and conditions of the Agreement, the Trademarks, as defined in Section 1(k) of the Agreement, shall consist of the following:

[SEE ATTACHED]

SCHEDULE D



ALUMNI ASSOCIATION



**TRAVEL REWARDS ADDENDUM
TO THE GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17 day of March, 2003, by and between **Georgia State University Alumni Association, Inc.** ("GSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, GSUAA 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 GSUAA; and

WHEREAS, GSUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of GSUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, GSUAA 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. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which GSUAA complies with the GIP provisions of the Agreement.
4. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by GSUAA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. GSUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of GSUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

6. During the term of the Agreement, GSUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts. Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

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

8. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other 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 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.

**GEORGIA STATE UNIVERSITY
ALUMNI ASSOCIATION, INC.**
By: *Cristina A. Geso*
Name: Cristina A. Geso
Title: EXECUTIVE DIRECTOR
Date: 3-17-03

MBNA AMERICA BANK, N.A.
By: *Michael Durand*
Name: Michael Durand
Title: SEVP
Date: 4/18/03

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, 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 by this Addendum.

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay GSUAA a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Alumni Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to an Alumni Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. \$35.00 (thirty five dollars) for each Alumni 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 Alumni 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 Alumni Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**CUSTOMER LIST ADDENDUM
TO THE GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 28 day of November, 2005 by and between Georgia State University Alumni Association, Inc. ("GSUAA"); and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, GSUAA 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 GSUAA; and

WHEREAS, the parties wish to provide for a Customer List (as defined herein).

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. One time per year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide GSUAA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to GSUAA, and may restrict any use by GSUAA of any Customer List or Customer Information which is provided by MBNA America to GSUAA, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.
3. GSUAA shall return to MBNA America each Customer List, in the same form as received by GSUAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, GSUAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.
4. Any Customer List provided to GSUAA may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to GSUAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:
 - (a) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);

- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. GSUAA expressly acknowledges and agrees that GSUAA has no property right or interest whatsoever in any Customer List. GSUAA shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times GSUAA shall keep in confidence and trust all Customer Lists. GSUAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and GSUAA specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

6. GSUAA shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. GSUAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. GSUAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to GSUAA from time to time. GSUAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of GSUAA who need such access to perform their duties for GSUAA. In view of the confidential nature of the Customer List, GSUAA warrants that GSUAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

7. Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by GSUAA or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, GSUAA agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by GSUAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

8. In the event GSUAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, GSUAA agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable

assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

9. 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. 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.

10. 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. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide GSUAA with a Customer List) shall survive the termination of the Agreement.

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.

GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.

MBNA AMERICA BANK, N.A.

By: *Susan Toohy*

By: *Thomas W. Broder*

Name: *Susan Toohy*

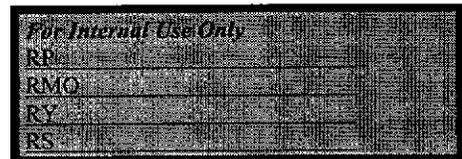
Name: *Thomas W. Broder*

Title: *Executive Director*

Title: *Senior E VP*

Date: *11/28/05*

Date: *2/16/06*



**DEPOSIT PROGRAM ADDENDUM
TO THE GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 9 day of April, 2007, (the "Addendum Effective Date"), by and between GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION ("GSUAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GSUAA and Bank are parties to that certain Affinity Agreement dated as of May 1, 2002, as the same has been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of GSUAA; and,

WHEREAS, GSUAA and Bank mutually desire to amend the Agreement to include consumer deposit products, money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product; and (ii) as another part of GSUAA's Program under the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by GSUAA under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. GSUAA will not possess any ownership

interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. GSUAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of GSUAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, GSUAA will receive the royalties set forth below in consideration for GSUAA's participation in the Deposits Program. Deposit Account royalties will not be paid to GSUAA on any existing non-endorsed deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below, or otherwise.

(a) \$10 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

6. The royalties for Deposits set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.

7. Notwithstanding anything contained in the Agreement to the contrary, GSUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using GSUAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless GSUAA consents to Bank's use of the Mailing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The initial term of the Deposit Program will begin on the Addendum Effective Date and will end three years thereafter ("Deposit Program Initial Term"). The Deposit Program will automatically extend at the end of the Deposit Program Initial Term for additional two-year terms ("Deposit Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposit Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and GSUAA shall not take any action to cause the removal of, GSUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to GSUAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by GSUAA.
10. 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.

11. For a one (1) year period following the termination of the Deposit Program for any reason, GSUAA agrees that neither GSUAA nor any GSUAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.

12. 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 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.

GEORGIA STATE UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Susan Toohy

By: Jake Frego

Name: Susan Toohy

Name: Jake Frego

Title: Executive Director

Title: SVP

Date: April 9, 2007

Date: 5/21/07

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of August, 2007 (the "Effective Date") by and between **GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.** ("GSUAA"), and **FIA CARD SERVICES, N.A.** (f/k/a MBNA America, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GSUAA and Bank are parties to an Affinity Agreement dated as of May 1, 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 GSUAA; and

WHEREAS, GSUAA 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, GSUAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on July 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.
3. The following definitions are hereby added to Section 1 of the Agreement:

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. A **"Student Reward Credit Card Account"** means a Student Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

"Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which GSUAA complies with the GIP provisions of the Agreement.
4. Schedule B of the Agreement, Section II of Attachment #1 of the Travel Rewards Addendum dated as of March 17, 2003, and Section II of Attachment #1 of the Addendum dated as of December 22, 2004 are hereby deleted in their entireties and replaced with a new Schedule B to the Agreement, as set forth on Attachment #1, attached hereto and incorporated herein by reference.
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 Bank's affiliates.

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.

**GEORGIA STATE UNIVERSITY
ALUMNI ASSOCIATION, INC.**

By: Susan Toohey
Name: Susan Toohey
Title: Executive Director

FIA CARD SERVICES, N.A.

By: Jack Fregg
Name: Jack Fregg
Title: SVP

ATTACHMENT #1

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay GSUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for GSUAA 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. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$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 Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of

a charge back request, or otherwise disputed]. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.16% (sixteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty 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. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

E. ROYALTY ADVANCES.

1. Within 45 days of the Effective Date, and within 45 days of July 1st, 2008, July 1st, 2009, July 1, 2010, July 1, 2011, July 1, 2012 and July 1, 2013, Bank shall pay to GSUAA the sum of seventy five thousand dollars (\$75,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to GSUAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to GSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to GSUAA hereunder, and (y) GSUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to July 31, 2014;
- (ii) GSUAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to GSUAA in prior years, and pays GSUAA Royalties accrued by GSUAA over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

G. ROYALTY GUARANTEE

GSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than five hundred twenty five thousand dollars (\$525,000) (the "Guarantee Amount") by July 31, 2014, subject to the provisions set forth below. If by July 31, 2014, GSUAA has not accrued \$525,000 in Royalties, Bank will pay GSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by GSUAA during the initial term of this Agreement and all

unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1., above.

**ADDENDUM
TO THE GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of December, 2009 (the "Addendum Effective Date"), by and between GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION ("GSUAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GSUAA and Bank are parties to that certain Affinity Agreement dated as of May 1, 2002, as the same has been amended, including without limitation, by that certain Deposit Program Addendum dated April 9, 2008 (the "Deposit Program Addendum" and collectively with all other addenda the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of GSUAA; and

WHEREAS, GSUAA and Bank mutually desire to amend the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. Bank's notice of non-renewal of the Deposit Program, dated as of August 19, 2009, is hereby rescinded and is of no further cause or effect.
3. Effective April 10, 2010, Sections 5, 6, and 8 of the Original Deposit Program Addendum are hereby deleted from the Agreement in their entireties and the following shall be in effect:

"During the term of the Agreement, GSUAA will receive the Deposit Account Royalties set forth below. Deposit Account Royalties will not be paid to GSUAA on any existing deposit account that is converted to the Program.

- (a) \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date.
- (b) 0.02 % (two basis points) of Net New Purchases.

Deposit Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other products or form of accounts will not apply to Deposit Accounts. For the sake of clarity, all Royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to GSUAA, be applied against any Advance(s) and/or Guarantee Amount that GSUAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to GSUAA in accordance with the terms set forth in this Addendum.

The term of the Deposits Program shall run co-terminus with the term of the Agreement. Notwithstanding the foregoing, for the sake of clarity, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate only the Deposits Program."

4. The following definitions are hereby added to Section 1 of the Agreement:

“**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.”

“**Net New Purchases**” equals the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier’s checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.”

5. 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 Addendum Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its sole discretion (“Impact”), then Bank may notify GSUAA 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 GSUAA’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 GSUAA, upon ninety (90) days advance written notice.”

6. The following new Section 11(g) is hereby added to the Agreement:

“(g) 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 GSUAA in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after GSUAA’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 GSUAA, upon ninety (90) days advance written notice.”

7. That certain Gold Option and Gold Reserve Addendum dated as of December 22, 2004 and Sections C and D of Schedule B, as amended by that certain Term Extension Addendum dated as of August 1, 2007, are hereby deleted from the Agreement in their entirety.

8. 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. Certain Financial Service Products or services under this Agreement may be offered through Bank’s affiliates. 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 and shall be deemed for all purposes to be made and fully performed in Delaware.

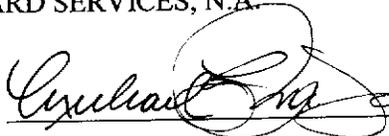
9. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and 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 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.

GEORGIA STATE UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Susan Toohy

By: 

Name: Susan Toohy

Name: MICHAEL L PARSONS, JR

Title: Executive Director

Title: SVP

**ADDENDUM
TO THE GEORGIA STATE UNIVERSITY ALUMNI ASSOCIATION, INC.
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of January, 2010 (the "Addendum Effective Date") by and between Georgia State University Alumni Association, Inc. ("GSUAA"), and FIA Card Services, N.A., (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GSUAA and Bank are parties to an Affinity Agreement dated as of May 1, 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 GSUAA; and

WHEREAS, GSUAA and Bank mutually desire to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, GSUAA 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 of the Agreement is hereby amended by adding the following new definition:

 "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.
3. As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names and addresses of students of Georgia State University.
4. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to GSUAA for Student Credit Card Accounts and Student Rewards Credit Card Accounts.
5. Section 6 of the Agreement is hereby amended by adding a new subsection (c) as follows:

 "(c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify GSUAA 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 GSUAA'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 GSUAA, upon ninety (90) days advance written notice."

6. Section 11(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

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

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

"(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"

8. The Agreement is hereby amended by deleting in their entireties the following:

- (i) Schedule A,
- (ii) Sections C and D of Schedule B, and
- (iii) the Gold Option & Gold Reserve Addendum dated as of December 22, 2004.

9. Schedule B is hereby amended by deleting and replacing Sections A and B respectively with the following:

"A. CREDIT CARD ACCOUNTS

- 1. \$1.00 (one dollar) for each new Alumni 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 Alumni Credit Card Account's

opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$1.00 (one dollar) for each Alumni 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 Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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. \$40.00 (forty dollars) for each GIP Account opened by an Alumni Member, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

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

2. \$1.00 (one dollar) for each Alumni 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 Alumni Reward Account; and 2) has had active charging

privileges for each of the preceding twelve (12) months. An Alumni 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 an Alumni 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. \$40.00 (forty dollars) for each Reward GIP Account opened by an Alumni Member, 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.

10. 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.

11. 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.

**GEORGIA STATE UNIVERSITY
ALUMNI ASSOCIATION, INC.**

By: Susan Toohy

Name: Susan Toohy

Title: Executive Director

Date: 1/21/10

FIA CARD SERVICES, N.A.

By: Michael Parsons

Name: MICHAEL PARSONS

Title: SVP

Date: 2-26-2010