

**AMENDED AND RESTATED  
AGREEMENT**

This Agreement is entered into as of this 11<sup>th</sup> day of September, 2003 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and GOLDEN KEY INTERNATIONAL HONOUR SOCIETY (formerly known as Golden Key National Honor Society, Inc.), a non-profit organization having its principal place of business in Atlanta, Georgia ("GKIHS") for themselves, and their respective successors and assigns.

WHEREAS, GKIHS and MBNA America are parties to an Amended and Restated License Agreement dated May 31, 1995, as the same was amended by an addendum dated November 24, 1998 (the "1998 Addendum") and a Letter Agreement dated May 30, 2003 (the "Letter Agreement"). (The Amended and Restated License Agreement together with the 1998 Addendum and Letter Agreement collectively referred to hereinafter as the "Original Agreement"); and

WHEREAS, GKIHS and MBNA America are parties to a List Use Agreement dated May 31, 1995, as the same was amended by addenda dated February 20, 1996 (the "First Addendum") and November 24, 1998 (the "Second Addendum"), respectively. (The List Use Agreement together with the First and Second Addenda collectively referred to hereinafter as the "List Use Agreement."); and

WHEREAS, GKIHS and MBNA America mutually desire to (i) terminate the List Use Agreement as provided herein, and (ii) amend and restate the Original Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Agreement.
2. The List Use Agreement shall terminate upon the Effective Date of this Agreement. The parties agree that, upon the Effective Date, this Agreement shall govern each party's respective rights and obligations with respect to all Mailing Lists, as defined herein, and, if the context requires, with respect to all Mailing Lists, as defined in the List Use Agreement, that were provided to MBNA America under the terms of the List Use Agreement and in MBNA America's possession as of the Effective Date.

3. DEFINITIONS

When used in this Agreement,

- (a) "Affiliate" means a subsidiary or any other entity controlling, controlled by, or under common control with MBNA America. For this purpose, the term "control" means the direct or indirect ownership and control of, or power to vote, 50% or more of the

outstanding voting stock of another entity or person or the power to elect a majority of the directors or trustees of any other entity or person.

- (b) "Agreement" means this agreement and Schedules A, B and C.
- (c) "Credit Card" means a credit card issued by MBNA America pursuant to the Program.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (e) "Customer" means any Member who is a participant in the Program.
- (f) "Financial Service Products" means any credit card programs, charge card programs, unsecured installment loan programs, unsecured revolving loan programs, deposit programs, and travel and entertainment card programs.
- (g) "Group Incentive Program " or "GIP" means any marketing or other program whereby GKIHS conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (h) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which GKIHS complies with the GIP provisions of this Agreement.
- (i) "Mailing Lists" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing the following information about each Member who is at least eighteen (18) years of age: name, postal address and, when available, telephone number, e-mail address, and any other information collected and maintained by GKIHS in its Membership Database reasonably requested by MBNA America which GKIHS is able to release per privacy laws. The Mailing List shall be segmented by zip codes or other membership characteristics reasonably selected by MBNA America and GKIHS.
- (j) "Member" means a member of GKIHS, the parents of members of GKIHS, and/or other potential participants in the Program mutually agreed to by GKIHS and MBNA America.
- (k) "Program" means only those Financial Service Products that MBNA America proposes to offer to the Members from time to time set forth on Schedule A and for which Royalty payments are set forth in Schedule B.
- (l) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (m) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which GKIHS complies with the GIP provisions of the Agreement.

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

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

#### 4. GRANT OF LICENSE

GKIHS hereby grants MBNA America and its Affiliates a limited, non-exclusive (except as provided in Section 5(a) below) license to use the Trademarks within the United States solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon any assignment of this Agreement permitted pursuant to Section 13(h), below. 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. GKIHS shall provide MBNA America all Trademark production materials (e.g., digital art) required by MBNA America for the Program. Except as otherwise provided in this Agreement, GKIHS retains all rights to permit the use of the Trademarks. Nothing stated in this Agreement prohibits GKIHS 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.

#### 5. RIGHTS AND RESPONSIBILITIES OF GKIHS

(a) GKIHS agrees that during the term of this Agreement it will endorse the Program exclusively within the United States and that neither GKIHS nor any affiliate of GKIHS shall, by itself or in conjunction with others, directly or indirectly, within the United States: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, negotiate, or engage in formal discussions with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America except during the twelve (12) months preceding the expiration date of this Agreement during which period the foregoing solicitations for proposals and/or discussions with any other organizations shall be permitted; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information allowed under GKIHS' membership policies to be released 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, GKIHS may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by GKIHS of said financial institution or the advertised Financial Service Product.

(b) For the purpose of protecting the integrity of its name and Trademarks, GKIHS shall have the right of prior approval of the design of the Credit Card and all Program advertising and solicitation materials, including telemarketing scripts, to be used by MBNA America which contain GKIHS's Trademark, such approval shall not be unreasonably withheld or delayed. Furthermore, GKIHS reserves the right to supply a 'no solicit' list of executive Members to MBNA America. With respect to any telemarketing effort conducted by MBNA America pursuant to the Program, MBNA America agrees (i) to purge the GKIHS telemarketing file of any Members who are registrants on state, federal, or internal "do not call" lists; (ii) to solicit Members by telephone in accordance with its normal and established policies and procedures for soliciting credit card applicants by telephone, as such policies and procedures may be amended from time to time by MBNA America in its sole discretion; and (iii) to provide officers of GKIHS the opportunity to monitor (as allowed by law) MBNA America's telemarketing calls during normal business hours, with reasonable prior notice.

(c) Except as expressly provided within this Agreement, GKIHS shall not provide information to or otherwise communicate with Members or prospective Members about the Program. MBNA America shall provide a toll-free telephone number to facilitate transferring telephone inquiries about the Program to MBNA America from GKIHS Member services.

(d) During the term of the Agreement, or any renewal or extension thereof, GKIHS shall provide MBNA America with a subscription without charge to any and all GKIHS publications.

(e) During the term of the Agreement, or any renewal or extension thereof, GKIHS shall provide a Mailing List containing at least one million (1,000,000) non-duplicate names (of persons at least eighteen years of age) to MBNA America within thirty (30) days after receipt of MBNA America's request for such Mailing List, such number of requests not to exceed five (5) in any calendar year. GKIHS shall provide Mailing Lists to MBNA America free of any charge; provided, however, that GKIHS shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that GKIHS not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by GKIHS or its agents for a Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due GKIHS.

(f) GKIHS shall permit MBNA America to advertise the Program on its home page or at other prominent locations within the Internet site(s) of GKIHS as mutually agreed upon by the parties. 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. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle GKIHS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. GKIHS shall modify or remove such advertisements within three (3) business days of MBNA America's request. Notwithstanding the foregoing, in the event that MBNA America determines, in its sole discretion, that an

advertisement is inaccurate, does not comply with applicable law or otherwise creates a risk of regulatory or legal liability, was not approved for use by MBNA America, or threatens MBNA America's goodwill or reputation in the marketplace, GKIHS shall modify or remove such advertisements within twenty-four hours of MBNA America's request. GKIHS shall provide MBNA America with the ability to access each page within GKIHS's Internet site(s), including without limitation any "members only" or other restricted access pages.

(g) GKIHS shall solicit certain segments of Members as agreed upon by the parties by e-mail for participation in the Program once each month during the term of this Agreement. Each e-mail solicitation shall be for the sole purpose of soliciting Members for participation in the Program, and shall not be combined with any other unrelated communication. Each e-mail solicitation shall include a "hot-link" from such e-mail to another Internet site to enable a Member to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such "hot-link" shall entitle GKIHS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. Each e-mail solicitation shall give the e-mail recipient the ability to opt out of future e-mail campaigns. GKIHS shall include in any e-mail campaign only those Members who have opted to receive special marketing offers via e-mail. In addition, GKIHS shall suppress from future e-mail campaigns the names of Members who requested that they not receive additional e-mail solicitations, via the opt-out process described above or otherwise. GKIHS shall follow the test procedures and utilize the test e-mail addresses that MBNA America provides to GKIHS prior to conducting each e-mail campaign. MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by GKIHS pursuant to an e-mail campaign. In addition to the foregoing, GKIHS shall permit MBNA America to advertise the Program from time to time, as agreed upon by the parties, in the electronic newsletter that GKIHS sends to Members. MBNA America may include a "hot-link" (as described above) in each such advertisement. Any Credit Card Accounts generated pursuant to such "hot-link" shall entitle GKIHS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement.

(h) GKIHS shall market the Program to prospective members of GKIHS no less than two (2) times during each calendar year during the term of the Agreement. Any Credit Card Accounts generated pursuant to such marketing efforts shall entitle GKIHS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. For the avoidance of doubt, GKIHS shall not be in breach of its obligations under this Section 5(h) in the event that a source of names of prospective members would prohibit GKIHS's use of those names for the purpose described herein. Notwithstanding the foregoing, however, GKIHS will use commercially reasonable to market the Program in a permissible manner to as many prospective members as possible during the term of this Agreement.

(i) GKIHS shall dedicate a staff member to assist MBNA America in coordinating and implementing marketing plans and strategies for the Program, and to respond to and resolve promptly all questions, inquiries or concerns expressed by MBNA America.

(j) During the term of the Agreement, or any renewal or extension thereof, GKIHS shall grant to MBNA America membership on the Golden Key Partner Advisory Council (hereinafter "Advisory Council"). Such membership shall be free of any charge and shall entitle MBNA America to receive at least the same rights, benefits, access, recognition, and acknowledgement that MBNA America receives as of the Effective Date of this Agreement.

(k) GKIHS, with input from MBNA America, shall create and manage a chapter-level marketing strategy that shall include, among other things, GKIHS-funded incentive programs that encourage each chapter to market the Program locally to Members. Any Credit Card Accounts generated pursuant to such marketing efforts shall entitle GKIHS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement.

(l) GKIHS shall cooperate with MBNA America to develop and offer from time to time activation benefits in connection with the Program. Such activation benefits will be in addition to any opening-of-account benefits offered under the Program. The activation benefits shall be mutually agreed upon between the parties, but may include GKIHS membership discounts and/or discounts on certain GKIHS merchandise. Any such activation benefit shall be provided at GKIHS's sole cost and expense. For purposes of this Section 5(l), "activation" means that the Credit Card Account is opened and remains open for at least ninety (90) consecutive days following opening. No change or substitution to an advertised activation benefit may be made unless and until the parties mutually agree upon an acceptable alternative, which alternative must have similar general appeal to Customers and have a retail value at least equal to the advertised activation benefit. The parties may mutually agree to discontinue offering any particular activation benefit. If the activation benefit is an item, then GKIHS shall provide MBNA America with sufficient quantities of the activation benefit as reasonably instructed from time to time by MBNA America, and shall deliver them to such location or locations as instructed by MBNA America. If the activation benefit is a service, then GKIHS shall provide the activation benefit services utilizing the same standards and timeframes as it provides similar services for its other Members. If GKIHS is unable or fails to fulfill its obligations under this Section 5(l), then notwithstanding any other provision of this Agreement, MBNA America may, in addition to its other rights or remedies, offset against Royalties accrued or payable to perform some or all of GKIHS's obligations set forth in this Section 5(l), as appropriate, or to provide Customers with a benefit similar in quality and value to the benefits agreed upon by the parties pursuant to this Section 5(l). Notwithstanding the foregoing, in the event continuation of activation benefits creates an adverse economic impact on GKIHS or fails to create an incremental impact on activation rates based on a comparison of activation performance measured against analytical criteria agreed upon by the parties, such activation benefits shall be discontinued. Despite the continuance of any activation benefit, GKIHS agrees to honor any outstanding activation benefits so as not to negatively impact any Customer or the Program. GKIHS agrees that it is solely and exclusively responsible and liable for all suits, causes of action, express or implied warranties, damages, losses and claims of

negligence or product liability arising from any and all activation benefit(s) or service(s) provided by or on behalf of GKIHS with respect to such activation benefits. Any tax, withholding or similar reporting or remittance obligations imposed by any authority upon the awarding or use of the activation benefit, shall be solely and exclusively the responsibility of GKIHS.

6. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall have the right to solicit Members by mail, direct promotion advertisements, Internet and/or telephone for participation in the Program, subject to the terms and conditions of this Agreement.

(b) MBNA America shall have the sole responsibility for designing, developing and administering the Program for the Members. MBNA America shall conduct quarterly marketing planning sessions with GKIHS for the Program.

(c) 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, solicitation and promotional materials concerning or related to the Program, which may be developed by or on behalf of GKIHS.

(d) Except as otherwise provided in this Agreement, MBNA America shall bear all costs associated with designing, developing, marketing and administering the Program, including without limitation all costs of producing and mailing materials for the Program.

(e) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of GKIHS, and GKIHS shall have no responsibility or liability whatsoever with respect to such credit risks or decisions.

(f) 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. Notwithstanding the foregoing, MBNA America shall make commercially reasonable efforts to include as many Members as possible in each Program marketing initiative. Nothing in this Section 6(f) is intended to require MBNA America to solicit a Member (i) who has requested not to be solicited, (ii) who has a history of bankruptcy or seriously delinquent accounts, (iii) who does not meet MBNA America's credit eligibility criteria to receive a firm offer of credit made pursuant to the requirements of Section 615(d) of the Fair Credit Reporting Act, (iv) if MBNA America determines that it has sufficient credit exposure with respect to that Member, or (v) if in the course of managing the Program specifically or its solicitation campaigns in general MBNA America determines that it would not be cost effective to solicit such Member.

MBNA America shall not sell, deliver, assign, rent or otherwise transfer any portion of a Mailing List to any third person, except as permitted by this Agreement or as necessary in order to assist MBNA America in the fulfillment of its obligations hereunder. Upon request of GKIHS, MBNA America shall, upon completion of the use, return all Mailing Lists to GKIHS, or destroy such Mailing Lists and provide a certification of destruction of same. MBNA America agrees that GKIHS shall be entitled to injunctive relief to prevent violation or further violation by MBNA America and/or its employees, agents or representatives of this Section 6(f), and consents to submit to jurisdiction of the courts of the State of Georgia and of the United States of America located in the State of Georgia for any actions, suits or proceedings arising out of or related to this Section 6(f). Nothing herein shall be construed as prohibiting GKIHS from pursuing any other remedy on account of such breach or threatened breach. The Mailing Lists are and shall remain the sole property of GKIHS. However, MBNA America may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of 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 GKIHS.

(g) MBNA America agrees that it shall not use, or permit the use of, any of the Trademarks in a manner inconsistent with GKIHS's exclusive ownership of the Trademarks, or that is libelous or otherwise unlawful.

(h) MBNA America agrees to produce a prepackaged "responsible credit" presentation for use by local chapters. GKIHS shall bear the cost to distribute such presentation. In addition, MBNA America will conduct responsible credit seminars from time to time during the term of this agreement at such locations or events as mutually agreed upon by the parties.

(i) GKIHS shall have the right to periodically include messages on Program billing statements and/or include inserts with such billing statements. GKIHS shall bear all costs to design, develop and produce messages and/or inserts. MBNA America shall be responsible for the cost of inserting and mailing such inserts, provided, however, that the weight of the inserts does not increase the postage costs over the normal and customary postage costs incurred by MBNA America in mailing billing statements without the inserts described herein. All billing statement messages and/or billing statement inserts shall be subject to: (i) the prior approval of MBNA America as to the scope, timing and content thereof (which shall not be unreasonably withheld or delayed); (ii) the then applicable size, scheduling, procedural and weight requirements; (iii) MBNA America's obligation to include in its billing statement any notices (in message or insert form) required by MasterCard or Visa regulations, or by applicable federal or state law; (iv) MBNA America's desire to include in its billing statement any other legal notice or collection/delinquency notice; (v) any Customer imposed restrictions on such messages/insertions; and (vi) GKIHS delivering to MBNA America the approved messages/inserts in time for MBNA America to include them on/with the billing statements for the scheduled billing period. The parties acknowledge and agree that billing statement inserts may include promotions of various GKIHS products or programs

(other than any Financial Service Products of any entity other than MBNA America) and/or the products or programs of third parties selected by GKIHS and acceptable to MBNA America. GKIHS agrees to indemnify and hold MBNA America, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns harmless from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith arising from the messages and inserts, including without limitation, the content thereof, or from the products and services offered therein.

## 7. REPRESENTATIONS AND WARRANTIES

(a) GKIHS 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 under the laws of its chartering authority.

(ii) It has all necessary corporate power and authority to execute and deliver this Agreement and to perform all of 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) MBNA America represents and warrants to GKIHS as of the date hereof and throughout the term of this Agreement that MBNA America is a bank eligible for and covered by FDIC insurance, and that it is subject to no regulatory restrictions or orders that would adversely affect the carrying out of the terms of the Agreement.

(c) GKIHS represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it owns the Trademarks and 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.

8. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to GKIHS by wire transfer into an account designated by GKIHS. 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) Concurrently with the payment of each quarterly Royalty, MBNA America agrees to provide GKIHS with a statement showing its calculation of the Royalties due, using the formulae set forth in Schedule B. Throughout the term of this Agreement, MBNA America shall provide GKIHS with reports regarding Program marketing efforts and Program performance consistent with the reports historically provided to GKIHS.

9. INDEMNIFICATION

(a) GKIHS will indemnify and hold harmless MBNA America, its directors, officers, agents, employees, successors and assigns 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 or any act or omission of GKIHS, its directors, officers, agents or employees, in connection with or in any way related to the Program, in which MBNA America is included as a defendant (referred to as a "Claim").

(b) MBNA America will indemnify and hold harmless GKIHS, its directors, officers, agents, employees, successors and assigns, from and against any Losses resulting from the material breach of this Agreement or any act or omission of MBNA America, its directors, officers, agents or employees, in connection with or in any way related to the Program, in which GKIHS is included as a defendant (also referred to as a "Claim"). The above stated obligations shall include, but shall not be limited to, any loss, damage, liability, claims or causes of action under any state or federal consumer credit laws, including but not limited to the Federal Truth in Lending Act and Equal Credit Opportunity Act.

(c) Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party. If a party hereto receives a notice of a Claim in which the party is named as a defendant (the "Indemnitee"), such Indemnitee shall, within ten (10) business days of receiving notice of the Claim, notify the other party (the "Indemnitor") in writing (in the manner provided for in this Agreement) of the Claim. The Indemnitee agrees (i) not to take any action which may prejudice the Indemnitor's defense or increase its liability ("Action") with respect to a Claim without the Indemnitor's prior written approval and (ii) that the Indemnitor may respond to a Claim as it determines in its sole discretion. If the Indemnitee takes any Action with respect to a Claim without the Indemnitor's written approval or the Indemnitee fails to notify the Indemnitor of a Claim within fifteen (15) business days of receiving the Claim, unless the

Indemnitor is also a defendant in the Claim, the Indemnitor shall be released and discharged from any obligation under this Section 9 to indemnify and hold the Indemnitee harmless with respect to that Claim.

10. 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 and shall provide GKIHS notice of the same. MBNA agrees that Program pricing will remain competitive with pricing available under other college and university programs offered by MBNA America.

11. CONFIDENTIALITY OF AGREEMENT

(a) 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 (“Confidential Information”) are confidential as of the date of disclosure. Such Confidential Information will be used only in connection with the Program and 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 GKIHS shall be permitted to disclose such Confidential 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 Confidential Information as confidential in the above described manner, and (ii) as required by law or by any governmental regulatory authority.

(b) Upon expiration or termination of this Agreement, any written Confidential Information pertaining to the Program (including all copies thereof and extracts therefrom) in the possession of any of the parties or its agents, employees and representatives, shall be returned to the party originally providing such Confidential Information or destroyed (or, if such Confidential Information is required by law to be retained, kept confidential). Under no circumstances may MBNA America use such Confidential Information for its own purposes to compete with a program of products and services then being offered to Members.

12. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2010. Thereafter, the Agreement shall 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 two hundred seventy (270) days prior to the last date of such term or renewal term, as applicable. Notwithstanding MBNA America’s receipt of written notice of GKIHS’s intention not to renew the Agreement beyond December 31, 2010, MBNA America may, at its sole option, by notice given within thirty (30) days of receipt of GKIHS’ notice not

to renew, extend the term of this Agreement by one year to end on December 31, 2011 in the event that, as of September 30, 2010, MBNA America has not recouped against Royalties the total Guarantee Amount (as that term is defined in Section H of Schedule B) paid or payable to GKIHS pursuant to the terms of Section H of Schedule B. In the event that MBNA America exercises its right to extend the term of the Agreement as described above, GKIHS agrees that all Royalties accrued from January 1, 2011 through December 31, 2011 shall, in lieu of direct payment to GKIHS, be applied against the Guarantee Amount until such time as the Guarantee Amount is fully recouped or December 31, 2011, whichever occurs first. Any Royalties accrued thereafter shall be paid to GKIHS as set forth in this Agreement. In the event that this Agreement automatically extends after December 31, 2010 for two years, and MBNA America has not recouped against Royalties the total Guarantee Amount by December 31, 2010, GKIHS agrees that all Royalties accrued during the first year of this two-year renewal term shall, in lieu of direct payment to GKIHS, be applied against the Guarantee Amount until such time as the Guarantee Amount is fully recouped or the end of the first year of the two-year renewal term, whichever occurs first. Any Royalties accrued thereafter shall be paid to GKIHS as set forth in this Agreement.

13. 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.

14. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or GKIHS, the nonbreaching 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 such notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the end of the Cure Period. The Cure Period for failure to pay Royalties in the timeframe required hereunder shall be ten (10) business days.

(b) If either MBNA America or GKIHS becomes insolvent in that its liabilities exceed its assets, or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, all rights in the Trademarks granted to MBNA America under this Agreement shall revert automatically to GKIHS and MBNA America shall, in a manner consistent with Section 14(e) 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, and shall not adopt or use any mark confusingly similar to any of the Trademarks. However, MBNA America may conclude all solicitation that is required by law. In addition, MBNA America shall promptly (but in no event later than 45 days after the end of the calendar quarter during which the termination of the Agreement occurs) make a final payment of Royalties into GKIHS's account for any Royalties then due to GKIHS as of the date of termination.

(d) If there is a dispute between the parties with respect to any Royalty payment upon termination of the Agreement or any other matter (including any dispute with MBNA America or any affiliate thereof) under no circumstances shall MBNA America exercise any right of setoff against any funds GKIHS may have on deposit with MBNA America.

(e) MBNA America shall have the right to prior review and approval (which shall not be unreasonably withheld or delayed) of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by GKIHS to the Members. Upon termination of this Agreement, GKIHS shall not attempt to cause the removal of GKIHS'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 prior to the normal expiration date of such device, check or record. In consideration of the foregoing, MBNA America agrees that throughout the term of this Agreement it shall reissue Credit Cards under the Program in accordance with MBNA America's general bankwide reissue criteria for credit cards in effect as of the time of such reissuance. Notwithstanding the foregoing, upon termination of this Agreement, GKIHS may require MBNA America to replace Credit Cards bearing a Trademark with a credit card that does not bear a Trademark provided that GKIHS bears the entire cost and expense to replace each Credit Card.

#### 15. 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 9, 11, 14(c), 14(d), 14(e), 15(b), and 16(b) through 16(h) 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 GKIHS:

Golden Key International Honour Society  
1189 Ponce de Leon Avenue  
Atlanta, Georgia

ATTENTION: Ms. Andrea Hodge  
Vice President, Strategy and Partner Development

Fax #: (713) 838-9498

(2) If to MBNA America:

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

ATTENTION: Director of National Sales  
Fax #: (302) 432-0731

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's Affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign any of its rights or obligations under or arising from this Agreement; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

(i) to any individual, corporation or other entity (other than an Affiliate) pursuant to a sale (other than a merger or consolidation as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or

(ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or

(iii) to any MBNA Affiliate.

(i) The relationship between the parties of this Agreement is exclusively that of licensor and licensee with respect to the rights to the Trademarks. Except as expressly provided under the terms of this Agreement, GKIHS shall have no obligation for any of the costs or risks of the Program, which shall be the sole responsibility of MBNA America.

(j) MBNA America and GKIHS 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.

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

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

(m) 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.

(n) This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel.

## 16. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide

GKIHS 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 Agreement, 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 GKIHS, and may restrict any use by GKIHS of any Customer List or Customer Information which is provided by MBNA America to GKIHS, 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.

(b) GKIHS shall return to MBNA America each Customer List, in the same form as received by GKIHS within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, GKIHS 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 references or indicates a relationship 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.

(c) Any Customer List provided to GKIHS 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 GKIHS. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (i) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. GKIHS expressly acknowledges and agrees that GKIHS has no property right or interest whatsoever in any Customer List. GKIHS 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 GKIHS shall keep in confidence and trust all Customer Lists. GKIHS further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and GKIHS 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.)

(e) GKIHS shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. GKIHS shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. GKIHS 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 GKIHS from time to time. GKIHS shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of GKIHS who need such access to perform their duties for GKIHS. In view of the confidential nature of the Customer List, GKIHS warrants that GKIHS 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.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by GKIHS or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to injunctive relief to prevent violation or further violation by GKIHS and/or its employees, volunteers, agents or representatives of this Section, 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 Section 16. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event GKIHS 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, GKIHS 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 commercially reasonable 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."

(h) The parties agree that notwithstanding anything to the contrary contained in the List Use Agreement, upon the Effective Date of this Agreement, this Section 16 shall also apply to any Customer Lists that were provided to GKIHS under the List Use Agreement.

17. 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 GKIHS pursuant to any GIP. In that regard, GKIHS 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 GKIHS to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials, except Internet and e-mail advertisements pursuant to Sections 5(f) and 5(g), respectively, generated as a result of such GIP programs shall be coded by GKIHS as instructed by MBNA America for tracking purposes. Marketing materials (except Internet and e-mail advertisements pursuant to Sections 5(f) and 5(g), respectively) 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 GKIHS pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content, frequency and continuation of any particular GIP effort.

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

(e) With regard to any GIP, GKIHS shall comply with MBNA America's instructions, GKIHS shall comply with MBNA America's instructions, including, without limitation, those related to the Truth in Lending Act, the Equal Credit Opportunity Act, and other federal and Delaware banking laws and regulations with regard to any GIP. GKIHS shall be responsible for compliance with other state and local laws and ordinances.

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

MBNA AMERICA BANK, N.A.

By:   
Name: W. Leith Ramsey  
Title: FIRST VICE PRESIDENT  
Date: 9/11/2003

GOLDEN KEY INTERNATIONAL  
HONOUR SOCIETY

By:   
Name: Andrea Hodges  
Title: VP, Strategy & Partner Development  
Date: 9-11-03

MBNA AMERICA BANK, N.A.

By:   
Name: Hal Erskine  
Title: SEVP  
Date: 10/6/03

## SCHEDULE A

### TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features as set forth in Section 8 of the Agreement, and (ii) the applicable agreement entered into between MBNA America and each Customer:

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Non Student Credit Card Accounts will be a variable rate of prime plus 8.9% For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Student Credit Card Accounts will be a variable rate of prime plus 9.9% For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit protection as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

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

1. There is an annual fee of \$20.00 after the first year, when applied.
2. The annual fee is waived for the first six (6) months.
3. The annual fee for the second six (6) months is \$10.00, when applied.
4. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
5. The customer may request more checks from MBNA America on a periodic basis.

C. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers’ needs.

D. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

E. REWARD ENHANCEMENT

“Reward Enhancement” means the loyalty reward consumer Credit Card Account enhancement as funded by and provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is NO annual fee.
2. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the Customer’s delinquency.
3. The Reward Enhancement may be marketed under another name (e.g., WorldPoints), as determined by MBNA America from time to time, in its sole discretion.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. \$10.00 (ten dollars) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.00 (two dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last 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, money orders, bets, lottery tickets, or casino gaming chips)).

#### B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Reserve Account opened, which has active charging privileges and remains open for at least ninety (90) consecutive days.
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 each Gold Reserve Account. This royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each applicable (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option account opened, which has active charging privileges and remains open for at least ninety (90) consecutive days.
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 each Gold Option Account. This royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

1. 0.10% (ten basis points) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. GIP ACCOUNTS

1. \$50.00 (fifty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) 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.
2. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section F notwithstanding any other provision of this Agreement.

1. \$10.00 (ten dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$2.00 (two dollars) for each 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 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 (12) months after the opening of the account.
3. 0.20% (20 basis points) of all retail purchase transaction dollar volume generated by Customers using a 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, person to person money transfers, money orders, bets, lottery tickets, or casino gaming chips)).

G. ROYALTY ADVANCES

1. The terms of Section E of the 1998 Addendum shall survive the termination of the Original Agreement and shall apply to the advance against Royalties paid by MBNA America thereunder to GKIHS for the calendar year 2003 (the "2003 Advance").
2. MBNA America shall pay to GKIHS One Million Five Hundred Thousand Dollars (\$1,500,000) as an advance against future Royalties within thirty days (30) after the end of the calendar quarter in which GKIHS accrues Royalties in an amount at least equal to the 2003 Advance. Thereafter, MBNA America shall pay to GKIHS the following amounts on the dates specified opposite each amount as advances against future Royalties. Each payment described above shall be referred to hereinafter as an "Advance," and each Advance shall be subject to the provisions set forth in Subsection G.3, below.

January 1, 2005	\$1,500,000
January 1, 2006	\$1,500,000
January 1, 2007	\$1,500,000

January 1, 2008	\$1,500,000
January 1, 2009	\$1,500,000
January 1, 2010	\$1,500,000

3. Notwithstanding anything else in this Agreement to the contrary, all Royalties accrued after the date in which GKIHS accrues Royalties in an amount equal to the 2003 Advance shall, in lieu of direct payment to GKIHS, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to GKIHS as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to GKIHS hereunder, and (y) GKIHS hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:
- (i) MBNA America terminates the Agreement prior to December 31, 2010 pursuant to Section 14(a) of the Agreement because of a material breach of the Agreement by GKIHS or pursuant to Section 14(b) of the Agreement because GKIHS has incurred one of the events of insolvency described therein;
  - (ii) GKIHS breaches any of its material obligations under this Agreement and has failed to cure the same within thirty (30) days of receipt of notice of such breach. MBNA America shall not be required to make any required Advance payment unless and until GKIHS has properly cured the breach within the aforementioned thirty (30) day time period;
  - (iii) MBNA America is prohibited or otherwise prevented by GKIHS from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each calendar year during the term of the Agreement;
  - (iv) MBNA America is prohibited or otherwise prevented by GKIHS from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each calendar year during the term of the Agreement;
  - (v) MBNA America is prohibited by GKIHS from conducting direct promotion campaigns (e.g., tabling and postering) at major events organized by GKIHS during each calendar year during the term of the Agreement;

- (vi) GKIHS fails to perform, for reasons within its control, the e-mail solicitation campaigns with the frequency and in accordance with the terms set forth in Section 5(g) of the Agreement during the term of the Agreement; and
  - (vii) GKIHS fails to market the Program to prospective GKIHS members with the frequency and in accordance with the terms set forth in Section 5(h) of the Agreement for reasons other than restrictions imposed by the source of such prospective GKIHS member names during the term of the Agreement.
4. In addition to the Advances described above, MBNA America shall pay to GKIHS an annual advance against future Royalties of One Hundred Thousand Dollars (\$100,000) for each calendar year between January 1, 2003 and December 31, 2009 in which MBNA America opens at least Fifteen Thousand (15,000) Credit Card Accounts under the Program (each advance a "Bonus Advance"). MBNA America shall pay each Bonus Advance to GKIHS within thirty (30) days after the end of each calendar year in which MBNA America opened the qualifying number of Credit Card Accounts. Each Bonus Advance shall be added to the total amount of the Advance(s) that MBNA America has paid to GKIHS as of the date that each Bonus Advance is paid. In addition, each Bonus Advance shall be subject to the terms set forth in Subsection G.2, above, as if each such Bonus Advance was an Advance.
5. If during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances and Bonus Advances paid by it to GKIHS in prior years, and pays GKIHS Royalties accrued by GKIHS over and above the Royalties used by MBNA America to recoup such prior Advances and Bonus Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

#### H. ROYALTY GUARANTEE

GKIHS shall be guaranteed to accrue Royalties equal to or greater than the total amount of all Advances paid or payable to GKIHS under the Agreement, plus the total amount of all Bonus Advances paid or payable to GKIHS under the Agreement (the "Guarantee Amount") by December 31, 2010, subject to the provisions set forth below. If on December 31, 2010 GKIHS has not accrued the Guarantee Amount in Royalties, MBNA America will pay GKIHS an amount equal to the Guarantee Amount minus the sum of all compensation accrued by GKIHS during the initial term of this Agreement and the amount of any unrecouped Advance or Bonus Advance. Notwithstanding the foregoing, this Royalty Guarantee shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.3, above.



MBNA America Bank, N.A.  
 1100 North King Street  
 Wilmington, DE 19884

January 23, 2004

Andrea Hodge  
 Vice President, Strategy and Operations  
 Golden Key International Honour Society  
 4522 Verone Street  
 Bellaire, TX 77401

**RE: The amended and restated agreement by and between Golden Key International Honor Society ("GKIHS") and MBNA America Bank, N.A. ("MBNA") dated September 11, 2003 (the "Agreement")**

Dear Andrea:

I am providing this letter to modify the Agreement as agreed to by GKIHS and MBNA..

Schedule B of the Agreement is hereby amended by deleting Section G.2 in its entirety and replacing this with the following new Section G.2.:

2. MBNA America shall pay to GKIHS One Million Five Hundred Thousand Dollars (\$1,500,000) as an advance against future Royalties within thirty days (30) after the end of the calendar quarter in which GKIHS accrues Royalties in an amount at least equal to the 2003 Advance. Thereafter, MBNA America shall pay to GKIHS the following amounts on the dates specified opposite each amount as advances against future Royalties. Each payment described above shall be referred to hereinafter as an "Advance," and each Advance shall be subject to the provisions set forth in Subsection G.3, below.

October 1, 2004	\$1,500,000
October 1, 2005	\$1,500,000
October 1, 2006	\$1,500,000
October 1, 2007	\$1,500,000
October 1, 2008	\$1,500,000
October 1, 2009	\$1,500,000

MBNA and GKIHS agree to keep confidential and not disclose to any person or entity the terms of this letter or the circumstances which resulted in its execution.

This letter shall bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this letter and the Agreement shall be governed by this letter. This letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this letter is deemed to be invalid, the balance of the letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at (678) 797-7520.

Best Regards,

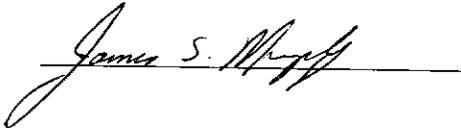


W. Keith Ramsey  
First Vice President

ACCEPTED AND AGREED TO :

MBNA AMERICA BANK, N.A.

By:



Title:

EVP

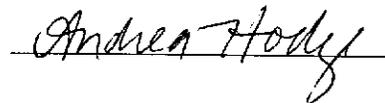
Date:

3-11-04

ACCEPTED AND AGREED TO :

GOLDEN KEY INTERNATIONAL HONOUR  
SOCIETY

By:



Title:

VP, Strategy and Partner  
development

Date:

12 Feb 04

## DEPOSIT PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the \_\_\_ day of May, 2007, (the "Addendum Effective Date"), by and between Golden Key International Honour Society ("GKIHS") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GKIHS and Bank are parties to that certain Amended and Restated Agreement dated as of September 11, 2003, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of GKIHS; and,

WHEREAS, GKIHS and Bank desire to clarify that money market deposit accounts and certificate of deposits accounts are Financial Service Products under the Agreement and part of GKIHS's Program, and otherwise mutually desire to amend the Agreement to include consumer deposit products, such as checking and savings accounts, checking accounts with debit card access, money market deposit and certificate of deposit 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 GKIHS's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, GKIHS 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 GKIHS 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. GKIHS 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. GKIHS 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 GKIHS'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, GKIHS will receive the royalties set forth below in consideration for GKIHS's participation in the Deposits Program. Deposit Account royalties will not be paid to GKIHS 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 (d) below, or otherwise.
  - (a) 0.10% (ten basis points) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  - (b) 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  - (c) \$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.
  - (d) 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. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Sections 5(c) and 5(d) of this Addendum directly to GKIHS and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that GKIHS receives or may receive under the Agreement. In addition, all royalties that accrue pursuant to Sections 5(a) and 5(b) of this Addendum shall, in lieu of direct payment to GKIHS, be applied against any Advance(s) and/or Guarantee Amount that GKIHS receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to GKIHS as set forth in Sections 5(a) and 5(b) of this Addendum.
7. Notwithstanding anything contained in the Agreement to the contrary, GKIHS 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 GKIHS'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 GKIHS consents to Bank's use of the Mailing Lists for such purposes. "Deposit 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 term of the Deposits Program shall be co-terminus with the term of the Agreement. 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 Deposits Program only.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and GKIHS shall not take any action to cause the removal of, GKIHS'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 GKIHS; provided that Bank will not imply an endorsement of such other Bank deposit product or service by GKIHS.

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. 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.

GOLDEN KEY INTERNATIONAL  
HONOUR SOCIETY

FIA CARD SERVICES, N.A.

By: <u></u>	By: <u></u>
Name: <u>Cedric Edmundson</u>	Name: <u>Jada Frey</u>
Title: <u>CEO</u>	Title: <u>SVP</u>
Date: <u>5-18-07</u>	Date: <u>6/8/07</u>

## EMERGING CREDIT CARD ADDENDUM

JJ  
6/15/07

THIS ADDENDUM (the "Addendum") is entered into as of the 18<sup>th</sup> day of May, 2007, by and between Golden Key International Honour Society ("GKIHS") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, GKIHS and BANK, are parties to that certain Amended and Restated Agreement dated as of September 11, 2003, as the same has been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of GKIHS; and,

WHEREAS, GKIHS and BANK mutually desire to amend the Agreement to include Emerging Credit Card Accounts and Emerging Credit Card Reward Accounts as Financial Service Products under the Agreement; and,

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following definitions are hereby added to Section 1 of the Agreement as follows:

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

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

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Emerging Credit Card Reward Enhancement and opened pursuant to the Program.

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

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

3. Schedule B of the Agreement is hereby amended by adding the following as new Sections I and J:

I. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card Account Royalty compensation provisions will only apply to Emerging Credit Card Accounts and not to any other Financial Service Product. Except as set forth in this Section I, Emerging Credit Card Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

1. \$10.00 (ten dollars) for each new Emerging Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$2.00 (two dollars) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$16.00 (sixteen dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

J. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card Reward Account Royalty compensation provisions will only apply to Emerging Credit Card Reward Accounts and not to any other Financial Service Product. Except as set forth in this Section J, Emerging Credit Card Reward Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

1. \$10.00 (ten dollars) for each new Emerging Credit Card Reward 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 Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$2.00 (two dollars) for each Emerging Credit Card 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 Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Emerging Credit Card Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward 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 an Emerging Credit Card 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, bets, lottery tickets, or casino gaming chips)).
4. \$16.00 (sixteen dollars) for each Emerging Credit Card 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 Emerging Credit Card 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 Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

5. 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. 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 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.

**GOLDEN KEY INTERNATIONAL  
HONOUR SOCIETY**

By: *Cedric Edmundson*  
Name: Cedric Edmundson  
Title: CFU  
Date: 5-18-07

**FIA CARD SERVICES, N.A.**

By: *Janeal Frazier*  
Name: Janeal Frazier  
Title: SVP  
Date: 6/15/07

December 13, 2010

Mr. Edward G. Trackman  
Senior Vice President, Development  
Golden Key International Honour Society  
1040 Crown Pointe Parkway, Suite 900  
Atlanta, Georgia 30338

RE: Amendment and Extension of Agreement

Dear Mr. Trackman:

This letter ("Letter Agreement") confirms our understanding that FIA Card Services, N.A. ("Bank") and Golden Key International Honour Society ("GKIHS") would like to extend the current term of the Amended and Restated Affinity Agreement (the "Affinity Agreement") entered into as of September 11, 2003 (as it has been amended) and which is due to expire on December 31, 2010 wherein Bank provides financial services products to customers of GKIHS (the "Agreement"). Nothing herein shall be deemed to rescind or supercede the notice dated July 28, 2010 GKIHS sent Bank of its intention not to renew the Affinity Agreement, except that the termination date in Paragraph 12 of the Affinity Agreement shall be deemed changed to March 31, 2011, as outlined below.

In consideration of the parties' mutual desire to provide time to negotiate the terms of a possible new agreement and other good and lawful consideration, the parties agree that the current term of the Affinity Agreement (paragraph 12) shall be extended from December 31, 2010 to March 31, 2011, during which time royalties earned by GKIHS shall continue to be paid by Bank directly to GKIHS. The Affinity Agreement shall automatically terminate on March 31, 2011, unless both parties execute a further written extension of the Affinity Agreement.

The Deposits Program (described in Section D of Schedules A and B of the Affinity Agreement and further described in a "Deposit Program Addendum" to the Affinity Agreement) is removed from the Affinity Agreement; such removal shall be effective January 1, 2011 and shall be treated by the parties as a termination of the Deposit Program. After such termination of the Deposit Program, the Deposit Program shall remain subject to the provisions described in the sections referenced in Section 15(b) of the Affinity Agreement and any other section in the Affinity Agreement that by its terms are meant to survive the termination of the Affinity Agreement and the rights and obligations in any other provision of the Affinity Agreement with respect to the Deposit Program shall be null and void, in each case as if the termination of the Deposit Program was a termination or expiration of the Affinity Agreement for just that program.

Notwithstanding anything else in the Affinity Agreement to the contrary, upon termination of the Deposits Program and upon termination or earlier expiration of the Affinity Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. GKIHS shall not attempt to cause the removal of Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of the Affinity Agreement, and Bank shall have the right to use Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.

This Letter 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. Except as amended by this Letter Agreement, the terms of the Affinity Agreement shall remain in full force and effect, and with respect to any inconsistencies between this Letter Agreement and the Affinity Agreement, the parties agree that the terms of this Letter Agreement shall control.

Nothing contained in this Letter Agreement shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Affinity Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

Michael Parsons  
Senior Vice President  
Fax #: (704) 625-4244

Accepted and agreed:

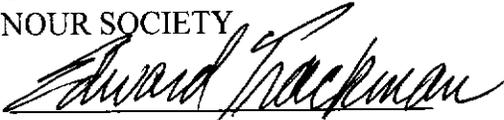
FIA CARD SERVICES, N.A.

By: 

Name: MICHAEL L. PARSONS, Jr

Title: SVP

GOLDEN KEY INTERNATIONAL  
HONOUR SOCIETY

By: 

Name: EDWARD TIZACKMAN

Title: SVP, Development

**AMENDED AND RESTATED AFFINITY AGREEMENT  
GOLDEN KEY INTERNATIONAL HONOUR SOCIETY**

This Agreement is entered into as of this 1<sup>st</sup> day of April, 2011 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Golden Key International Honour Society, a non-profit organization having its principal place of business in Atlanta, Georgia ("GKIHS"), for themselves and their respective successors and assigns.

WHEREAS, GKIHS and Bank are parties to that certain Amended and Restated Affinity agreement entered into as of September 11, 2003, as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of GKIHS; and

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

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

1. DEFINITIONS

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

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

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

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

**"Contract Year"** means the period from the Effective Date through and including March 31, 2012 and each twelve month period thereafter from April 1 through March during the Initial Term of the Agreement, and if applicable, any renewal term.

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

**“Credit Card Program”** means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members in the United States from time to time.

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

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

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

**“Financial Service Product”** means any credit card program, charge card program, travel and entertainment card program or the functional equivalent of any such product.

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

**“GKIHS Affiliate”** means any Affiliate of GKIHS.

**“GKIHS Trademarks”** means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by GKIHS or any GKIHS Affiliate prior to or during the term of this Agreement.

**“Group Incentive Program”** or **“GIP”** means any credit card Program related communications and/or informational program whereby GKIHS engages in the preparation, and/or distribution of such information and/or other communication efforts for credit card products offered under the Program, and the parties mutually agree that such communication and informational efforts or other program shall constitute a GIP.

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

**“Initial Term”** means April 1, 2011 through March 31, 2016.

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

**“Member”** means a member of GKIHS and/or other potential participants mutually agreed to by GKIHS and Bank.

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

**“Program Trademarks”** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or

services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a GKIHS Trademark, with or without other elements.

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

## 2. RIGHTS AND RESPONSIBILITIES OF GKIHS

- (a) GKIHS agrees that during the term of this Agreement it will endorse the Program exclusively and that neither GKIHS nor any GKIHS Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the GKIHS Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if GKIHS or any GKIHS Affiliate sells any product or service, in connection with such sales, GKIHS shall not, and shall cause GKIHS Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, GKIHS may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by GKIHS of said financial institution or advertising for a Financial Service Product. Notwithstanding anything to the contrary in this Agreement, Bank and GKIHS agree that, as of one year prior to the term end date, GKIHS may solicit proposals for programs offering and/or discuss with any organization other than Bank the providing of any Financial Service Products of any entity other than Bank; provided, however, GKIHS shall not, directly or indirectly, prior to the term end date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than Bank, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than Bank.
- (b) GKIHS agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) GKIHS authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) GKIHS will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a GKIHS Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the GKIHS Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due GKIHS. In the event such costs exceed Royalties then due GKIHS, if requested by Bank, GKIHS will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, GKIHS will provide Bank with the Marketing List free of any charge (other than royalties already provided for in this Agreement); provided, however, that GKIHS will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that GKIHS not provide his/her personal information to third parties. In the event that Bank incurs a

cost because of a charge assessed by GKIHS or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due GKIHS. GKIHS will provide the first Marketing List, containing the required information for at least eight hundred thousand (800,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after GKIHS's execution of this Agreement.

- (f) GKIHS will, and will cause any GKIHS Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to GKIHS. Notwithstanding the above, GKIHS may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to GKIHS. Any correspondence received by GKIHS that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by GKIHS will be paid by Bank.
- (g) GKIHS hereby grants Bank and its Affiliates a limited, exclusive license to use the GKIHS Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the GKIHS Trademarks, notwithstanding the transfer of such GKIHS Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. GKIHS will provide Bank all GKIHS Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after GKIHS's execution of this Agreement. Nothing stated in this Agreement prohibits GKIHS from granting to other persons a license to use the GKIHS Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a GKIHS Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). GKIHS may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. GKIHS shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any GKIHS Trademark. Bank may use Program Trademarks that contain GKIHS Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any GKIHS Communication/Information Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of GKIHS.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any GKIHS Communication/Information Effort.

- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of GKIHS.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of GKIHS. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by GKIHS.

#### 4. REPRESENTATIONS AND WARRANTIES

- (a) GKIHS and Bank each represents and warrants to the other party that as of the Effective Date and throughout the term of this Agreement:
  - (i) It is duly organized, validly existing and in good standing;
  - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
  - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
  - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect;
  - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) GKIHS represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the GKIHS Trademarks to wind down the Program that it has the right and power to license GKIHS Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. GKIHS will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the GKIHS Trademarks license granted herein or from Bank's use of the GKIHS Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any GKIHS Trademarks or Marketing Lists.

- (c) GKIHS and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, 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 GKIHS or Bank, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

## 5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to GKIHS. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter and shall be accompanied by a statement showing the Banks calculation of the Royalties due.
- (b) 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 businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify GKIHS 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 GKIHS'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 the Agreement in its entirety, without penalty or liability to GKIHS, upon ninety (90) days advance written notice.

## 6. PROGRAM ADJUSTMENTS

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

## 7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("**Information**") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and GKIHS will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

- (a) The initial term of this Agreement will begin on the Effective Date and end on March 31, 2016. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or GKIHS, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or GKIHS becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the GKIHS Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the GKIHS Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by GKIHS or any GKIHS Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use GKIHS Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove GKIHS Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. GKIHS shall not attempt to cause the removal of GKIHS Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use GKIHS Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.

- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify GKIHS in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after GKIHS'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 the Agreement in its entirety, without penalty or liability to GKIHS, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, GKIHS agrees that neither GKIHS nor any GKIHS Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, GKIHS may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by GKIHS, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP COMMUNICATION/INFORMATION EFFORTS

- (a) With prior written approval of Bank, GKIHS will communicate and engage in other communication and informational efforts, at its expense, with regard to the Program, including, but not limited to, any GIP ("**GKIHS Communication/Information Effort**"). GKIHS will give Bank sixty (60) days prior notice prior to engaging in any GKIHS Communication/Information Effort.
- (b) All GIP communication materials will be coded by GKIHS as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle GKIHS to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, materials or other inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all materials to be used in any GKIHS Communication/Information Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GKIHS Communication/Information Effort. In furtherance of the above, GKIHS shall immediately discontinue any or all GKIHS Communication/Information Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. GKIHS will not deviate from the approved materials and plan for any GKIHS Communication/Information Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GKIHS Communication/Information Effort or of supporting any GKIHS Communication/Information Effort will be promptly reimbursed by GKIHS upon demand. Bank will obtain prior written approval from GKIHS for all costs to be incurred by Bank.

- (e) GKIHS will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any GKIHS Communication/Information Effort.
- (f) GKIHS will communicate and provide information about the products offered under the Program on GKIHS's internet site, account profile pages and such other prominent locations within the internet site(s) of GKIHS as the parties shall mutually agree upon, all at GKIHS's expense. Bank may establish a hyperlink from each such communications or information to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle GKIHS to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. GKIHS will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, GKIHS will provide Bank with the ability to access any and all pages within the GKIHS internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to GKIHS:

Golden Key International Honour Society  
1040 Crown Pointe Parkway  
Suite 900

Atlanta, Georgia 30338

ATTENTION: Mr. Edward Trackman  
Title: Senior Vice President of Development

Fax #: (678) 689-2298

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

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

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, GKIHS may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of GKIHS. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement, provided that Bank remains liable for the actions of all such third parties and provided that such third parties adhere to the confidentiality provisions of this Agreement.
- (h) Bank and GKIHS are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than GKIHS and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government

laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

**Golden Key International  
Honour Society**

**FIA Card Services, N.A.**

By: Edward Trackman

By: Kristina Hanner-Scott

Name: EDWARD TRACKMAN

Name: KRISTINA HANNER-SCOTT

Title: Senior Vice President, Development

Title: SVP Contract Center y Excellence.

Date: 3-31-11

Date: 4/20/11

## SCHEDULE A

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay GKIHS a Royalty calculated as follows. Bank may create a special class of consumer accounts for GKIHS 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. GIP ACCOUNTS

1. \$100.00 (one hundred 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-an-account Royalty.
2. \$30.00 (thirty dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### B. ANNUAL ROYALTY

Bank will pay GKIHS a Royalty which is determined by the Annual Loan Loss Rate (as such term is defined below) of the Credit Card Accounts (the "GKIHS Annual Royalty"). The GKIHS Annual Royalty is expressed as a percentage of Average Outstanding Balance (as such term is defined below) and will be calculated based on the percentages set forth in the chart below. Beginning April 1, 2011 and through and including April 1, 2015, Bank will pay each GKIHS Annual Royalty, if any, approximately forty-five (45) days following each April 1 during the initial term.

Each GKIHS Annual Royalty payment will be determined by the Annual Loan Loss Rate of the Credit Card Accounts for the immediately preceding Contract Year (e.g., the GKIHS Annual Royalty, if any, due on or about April 1, 2011 will be determined by the Annual Loan Loss Rate of the Credit Card Accounts from April 1, 2010 through March 31, 2011) Bank makes each GKIHS Annual Royalty payment, if any, in advance, in consideration of GKIHS's performance of the terms and conditions of this Agreement during the current Contract Year (e.g., the GKIHS Annual Royalty payment, if any, that Bank makes on or about April 1, 2012 will be consideration for GKIHS's performance under the Agreement during the Contract Year ending March 31, 2013).

For purposes of this section, "Loan Loss Amount" means (a) the aggregate amount of the outstanding balances on all Credit Card Accounts that have been charged-off (written off as a bad debt by the Bank), less (b) any recoveries against such amounts, and less (c) any interest or fees included in such amounts, expressed as a dollar amount. Loan Loss Amount is calculated each month at the close of business on the last day of the month.

For the purposes of this section, "Annual Loan Loss Rate" means the aggregate sum of all Loan Loss Amounts in a Contract Year divided by Average Outstanding Balance for the Contract Year. It is calculated annually and expressed as a percentage.

For purposes of this section, "Outstanding Balance" is determined by calculating the month-end outstanding balance of all Credit Card Accounts on the last day of the month. It is calculated each month at the close of business on the last day of the month and expressed as a dollar amount.

For purposes of this section, "Average Outstanding Balance" means the aggregate sum of Outstanding Balance for the applicable Contract Year, divided by 12. It is calculated annually and expressed as a dollar amount.

The GKIHS Annual Royalty will be calculated as a percentage of Average Outstanding Balance, such percentage to be determined by the Annual Loan Loss Rate for the applicable Contract Year, as follows:

<b>ANNUAL LOAN LOSS RATE</b>	<b>GKIHS ANNUAL ROYALTY EXPRESSED AS PERCENTAGE OF AVERAGE OUTSTANDING BALANCE</b>
Less than 3.50%	1.00% (one hundred basis points)
Greater than or equal to 3.50% but less than 4.50%	0.95% (ninety-five basis points)
Greater than or equal to 4.50% but less than 5.50%	0.85% (eighty-five basis points)
Greater than or equal to 5.50% but less than 6.50%	0.70% (seventy basis points)
Greater than or equal to 6.50% but less than 7.50%	0.65% (sixty-five basis points)
Greater than or equal to 7.50 % but less than 8.00%	0.35% (thirty-five basis points)
Greater than or equal to 8.00%	0.10% (ten basis points)

All Royalty payments, including, without limitation, each GKIHS Annual Royalty, are subject to adjustment by Bank for overpayment of Royalties by Bank.

No further GKIHS Annual Royalty payments are due if any event described in (a) through (e) below occurs. Notwithstanding the foregoing, in addition to any other remedies the Bank may have under the Agreement, GKIHS will refund to the Bank the full amount of the GKIHS Annual Royalty payment most recently paid to GKIHS by Bank if any of the following conditions occur during the term of the Agreement (note: in the instance of an occurrence of the condition described in (a) below, GKIHS will refund to the Bank a pro-rated amount of the GKIHS Annual Royalty Payment. Such pro-rated amount will be determined by dividing the GKIHS Annual Royalty Payment in the applicable Contract Year by 12 (the number of months in a Contract Year) and multiplying that number by the number of months remaining in the Contract Year from the date of termination):

- (a) the Agreement terminates prior to March 31, 2016;

- (b) GKIHS materially breaches the Agreement;
- (c) Bank is prohibited or otherwise prevented by GKIHS from conducting at least five (5) direct mail campaigns to the full updated Marketing List during each Contract Year during the term of the Agreement; or
- (d) Bank is prohibited or otherwise prevented by GKIHS from conducting at least five (5) telemarketing campaigns to the full updated Marketing List during each Contract Year during the term of the Agreement; and
- (e) Bank is prohibited or otherwise prevented by GKIHS from communicating and providing information about the Program in a prominent location on GKIHS website during each Contract Year during the term of the Agreement.