

NORTHEASTERN UNIVERSITY
AFFINITY AGREEMENT

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This Agreement is entered into as of this 25 day of January, 2001, and becomes effective on the 10th day of February, 2001 (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 Northeastern University, having its principal place of business in Boston, Massachusetts ("NU") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Member. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Member. A "Plus Miles Credit Card Account" is an Alumni Credit Card Account carrying the Plus Miles enhancement.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Product" means any credit card program, charge card program, debit card program, business card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program. This definition shall not include: (i) the business charge card program between American Express and NU; (ii) business credit or charge cards used solely by employees for business-related expenses; or (iii) the on-campus multi-function card program between NU and Fleet Bank ("Husky Card Program").
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby NU conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which NU complies with the GIP provisions of this Agreement.
- (g) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

- (h) "Member" means an undergraduate or graduate student of NU (each a "Student Member") or alumni, faculty, employees, donors and supporters of NU or other potential participants mutually agreed to by NU and MBNA America (each an "Alumni Member").
- (i) "NU Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with NU.
- (j) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (k) "Royalties" means the compensation set forth in Schedule B.
- (l) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by NU or any NU Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF NU

- (a) NU agrees that during the term of this Agreement it will endorse the Program exclusively and that neither NU nor any NU Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, or solicit proposals for programs offering any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, NU may accept print advertising from any financial institution provided that the advertisement does not contain an express endorsement by NU of said financial institution or the advertised Financial Service Product.
- (b) NU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) NU authorizes MBNA America to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.
- (d) NU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due NU. In the event such costs exceed Royalties then due NU, NU shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, at a minimum of three (3) times per year, NU shall provide MBNA America with the Mailing List free of any charge; provided, however, that NU shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that NU not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by NU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due NU. NU shall provide the first Mailing List, containing at least one hundred fifteen thousand (115,000) non-duplicate names of Alumni Members and twenty-four thousand (24,000) non-duplicate names of Student Members (of persons at least eighteen years of age) with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, as soon as possible but no later than thirty (30) days after NU's execution of this Agreement.

(f) NU shall, and shall cause any NU Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to NU. Notwithstanding the above, NU may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to NU. Any correspondence received by NU that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) NU hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. NU shall provide MBNA America all Trademark production materials (e.g., camera-ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after NU's execution of this Agreement. Nothing stated in this Agreement prohibits NU from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) NU shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of NU. 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 NU to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. NU shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of NU.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of NU.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of NU. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by NU.

4. REPRESENTATIONS AND WARRANTIES

- (a) NU and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) NU represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. NU will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay NU in accordance with the provisions of Schedule B.

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

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program is set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America will use commercially reasonable efforts to notify NU thirty (30) days prior to any adjustment to the Program.

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. MBNA America and NU shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. 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.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or NU, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

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

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

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by NU or any NU Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, NU shall not attempt to cause the removal of NU'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. After the Agreement is terminated, upon the expiration of the credit device for a Credit Card Account, MBNA will not issue a credit device for such Credit Card Accounts that bears a Trademark.

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

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

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

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

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

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

(e) If NU elects to engage in advertising pursuant to a GIP, then NU shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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 3(e), 4(b), 7, 10(c), 10(d), 10(f) and Schedule B (with respect to any amounts due to either party after the termination of this Agreement) 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 Northeastern University:

Northeastern University
350 Richards Hall
Boston, MA 02115-5000

ATTENTION: Steven Calvert,
Executive Director, Alumni Relations
Fax #: (617) 373-5519

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: William P. Morrison,
Senior Executive Vice President, Business Development
Fax #: (302) 432-0805

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

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

(h) MBNA America and NU are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

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

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

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

NORTHEASTERN UNIVERSITY

By: [Signature]

Name: Larry Muccillo

Title: Sr. VP

Date: [Signature]

MBNA AMERICA BANK, N.A.

By: [Signature]

Name: William P. Morrison

Title: Div. President

Date: 1/25/01

SCHEDULE A

TERMS AND FEATURES

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

A. CONSUMER CREDIT CARD ACCOUNTS (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate for a Credit Card Account opened by an alumni Member will be a fixed rate of 13.99%.
3. For Student Credit Card Accounts, the current annual percentage rate for a Credit Card Account opened by a student Member will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Annual Fee.
2. The current annual percentage rate for a Plus Miles Credit Card Account will be a fixed rate of 13.99%.

C. BUSINESS CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a *Platinum Plus for Business* account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., *Platinum Plus for Business*), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select NU Customers and/or Members at its own discretion.

2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

D. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.99%.

E. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 11.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

I. ROYALTY GUARANTEE

A. Within forty-five (45) days of: (1) February 1, 2002; and (2) each February 1st thereafter, up through and including February 1, 2006, MBNA America shall pay to NU One Hundred Thirty-Five Thousand Dollars (\$135,000.00) (each a "Guaranteed Amount"), subject to the provisions set forth below. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Guaranteed Amounts to NU hereunder, and (y) NU hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Guaranteed Amounts paid by MBNA America and the total amount of compensation that would have been paid to NU had the compensation formula described in Section II below been in effect, from the Effective Date to the date of demand, in the event any of the conditions set forth in Clauses (i) through (iv) should occur:

- (i) Northeastern materially breaches any of its obligations under this Agreement;
- (ii) MBNA America is prohibited or otherwise prevented by NU from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by NU from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement; or
- (iv) MBNA America is prohibited by NU from conducting on-campus promotion campaigns (e.g., tabling and posterings) at major events during each consecutive twelve-month period during the term of the Agreement.

B. Within forty-five (45) days after the last day of the full initial term of this Agreement MBNA America will calculate what NU would have earned had the compensation formula set forth in Section II below been in effect from the Effective Date to the last day of the full initial term (the "Accrued Royalty Amount"). If the Accrued Royalty Amount is more than Six Hundred Seventy-Five Thousand Dollars (\$675,000.00), MBNA America will pay NU an amount equal to the Accrued Royalty Amount minus \$675,000.00. Thereafter, if the Agreement automatically renews, MBNA America will pay NU a Royalty as calculated in accordance with Section II, below.

C. If the Agreement is terminated for any reason other than the reasons set forth in Section A, above, MBNA shall calculate what NU would have earned had the compensation formula set forth in Section II, below, been in effect from the Effective Date to the effective date of termination (the "Alternative Royalty Amount"). If the Alternative Royalty Amount exceeds the total Guaranteed Amounts paid to NU by the effective termination date, MBNA shall pay NU an

amount equal to the Alternative Royalty Amount minus all Guaranteed Amounts paid to NU. If the Alternative Royalty Amount is equal to or less than the Guaranteed Amounts paid as of the effective date of termination, there will be no additional payments from or to either party. All calculations and payments required under this section shall occur within one hundred eighty (180) days of the effective termination date.

II. COMPENSATION FORMULA

MBNA America will pay NU a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for NU employees under the Program. 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 (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

1. \$1.00 (one dollar) for each new Credit Card Account opened (other than a Plus Miles Credit Card Account), which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account (except Plus Miles accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one-half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (other than a Plus Miles Credit Card Account) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (four-tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account, other than Plus Miles Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. PLUS MILES ALUMNI CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
2. \$17.00 (seventeen dollars) for each Plus Miles Credit Card Account opened, 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 Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Plus Miles Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

C. GIP ACCOUNTS

1. \$25.00 (twenty-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. BUSINESS CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts; provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B, Section I hereof.

1. 0.20% (two-tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

G. DEPOSIT ACCOUNTS

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

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

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 25th day of August, 2006 (the "Effective Date") by and between Northeastern University ("NU"), and FIA Card Services, N.A. (formerly known as MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, NU and Bank are parties to an Affinity Agreement dated as of January 25, 2001, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain Members included in certain lists provided to Bank by or on behalf of NU; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The current term of the Agreement is hereby extended to end on March 31, 2013. ~~Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.~~ This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement. KDA
JP

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

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

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

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

4. Section 2 of the Agreement is hereby amended by adding a new Subsection (i):

(i) In consideration of the Advances and Royalty Guarantee per Schedule B, Sections H. and I. (Royalty Advance and Guarantee) of this Addendum and upon execution of this Addendum, NU will rename NU's alumni relations lounge in the Alumni Center located at 716 Columbus Avenue, 6th Floor, Boston, MA 02120 in the name of Bank of America or in another name that Bank may designate in writing. Basic signage of the lounge including the name and logo that Bank initially designates and that matches the signage of the rest of the Alumni Center will be provided by NU. Signage will be put in place as soon as possible within the overall construction and signage plan of the Alumni Center with an anticipated completion date of September 15, 2006. If there are any subsequent naming changes designated by Bank that require new signage with associated costs, the costs will be the responsibility of Bank. Other signage opportunities may be made available as mutually agreed. The term of the naming rights to the space identified above expires at the end of the current term of the Agreement as defined in

KDA = Karen Abbott, Office of University Counsel

Section 2 of this Addendum. Naming rights may be extended in subsequent addenda as mutually agreed.

5. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and incorporated herein by reference.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

NORTHEASTERN UNIVERSITY

By: William E. Kriedand Jr.

Name: William E. Kriedand Jr.

Title: Treasurer

Date: 8/30/06

FIA CARD SERVICES, N.A.

By: Jack Freg

Name: Jack Freg

Title: SVP

Date: 11/13/06

ATTACHMENT #1
Schedule B

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (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.

B. REWARD CREDIT CARD ACCOUNTS

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

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

rescinded which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Rewards Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Option Account.

G. DEPOSIT ACCOUNTS

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

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

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

H. ROYALTY ADVANCES

1. Within 45 days of full execution of this Agreement, and within 45 days of each annual anniversary of the Effective Date through and including the anniversary of the Effective Date in 2012, Bank shall pay to NU the sums indicated below (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below.

<u>Year</u>	<u>Advance</u>
2006	\$100,000
2007	\$ 30,000
2008	\$ 65,000
2009	\$ 65,000
2010	\$ 65,000
2011	\$ 65,000
2012	\$ 65,000

All Royalties accrued shall, in lieu of direct payment to NU, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to NU as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to NU hereunder, and (y) NU hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to March 31, 2013;
- (ii) NU breaches any of its obligations under this Agreement;

- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.

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

I. ROYALTY GUARANTEE.

NU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than four hundred thousand fifty-five dollars (\$455,000) (the "Guarantee Amount") from April 1, 2006, through and including March 31, 2013, subject to the provisions set forth below. If as of March 31, 2013 NU has not accrued \$455,000 in Royalties, Bank will pay NU an amount equal to the Guarantee Amount minus the sum of all compensation accrued by NU during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1., above.

ADDENDUM TO THE NORTHEASTERN AFFINITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this 1st day of January, 2010 (the "Addendum Effective Date") by and between Northeastern University ("NU"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, NU and Bank are parties to an Affinity Agreement dated as of January 25, 2001, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of NU; and

WHEREAS, NU and Bank mutually desire to modify the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 1 of the Agreement is hereby amended by adding the following new definition:

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

3. Sections 1(b) and 1(h) of the Agreement are hereby amended to read in their entireties, respectively as follows:

"(b) '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. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application."

"(h) 'Member'" means alumni, faculty, employees, donors and supporters of NU and/or other potential participants mutually agreed to by NU and Bank."

4. The following sentence is hereby added to Section 1(g):

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of Northeastern University."

5. NU and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to USMAA for any Student Credit Card Accounts; however, pursuant to the trademark license granted by USMAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

6. The following sentence is hereby added to the end of Section 2(c) of the Agreement:

"Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from marketing to or accepting applications from students under the Program".

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

"(2) If to FIA:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

8. Schedule A of the Agreement is hereby deleted in its entirety.

9. Section A, of Schedule B is hereby deleted from the Agreement in its entirety and replaced with the following new Section A:

"A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$40.00 (forty 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."

10. Sections C, D and G of Schedule B are hereby deleted from the Agreement in their entireties and Sections H and I are re-alphabetized accordingly.

11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

NORTHEASTERN UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

[Signature] WDA

Samuel S. O'Neil

Treasurer

3/5/10

FIA CARD SERVICES, N.A.

By: _____

Name: _____

Title: _____

Date: _____

[Signature]

Michael E. Parsons Jr.

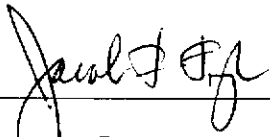
SVP

3-18-2010

**Bank of America
Logo License Agreement**

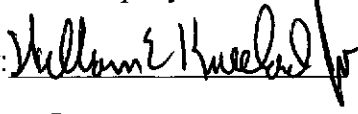
1. Northeastern University (Company) has requested the right to use the Bank of America logo (Logo) and Bank of America Corporation (Bank of America) has agreed to grant the Company a limited license to use the Logo under the terms of this Agreement.
2. This license is nontransferable, non-exclusive and royalty free. Any rights not granted in this Agreement remain with Bank of America. All uses of the Logo by Company shall benefit Bank of America.
3. Bank of America shall provide Company with an electronic version of the Logo.
4. Company will provide Bank of America with a proof of the proposed use of the Logo for review and approval prior to beginning use. Company agrees to use the Logo only in the form and manner and geographical area approved by Bank of America. Company will submit at least three proofs or samples of their use of the Logo to Bank of America.
5. Company is entitled to use the Logo until MARCH 31, 2013. Bank of America may terminate this Agreement by giving Company 15 days prior written notice. If Company does not comply with this Agreement, Bank of America may terminate this Agreement immediately.
6. After termination or expiration of this Agreement, Company will no longer have the right to use the Logo and will certify in writing to Bank of America that it is no longer using the Logo and has removed it from all materials remaining in its inventory or has destroyed such materials bearing the Logo.
7. The laws of North Carolina and the United States of America govern this agreement and no other agreements or communications govern the right of Company to use the Logo.

Bank of America Corporation

By: 
Title: SVP

Address:

Northeastern University KSA
Company

By: 
Title: Treasurer

Address:

Please fax back to 704.387.1723