

AMENDED AND RESTATED AGREEMENT
GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION

This Amended and Restated Agreement (the "Agreement") is entered into between **MBNA AMERICA BANK, N.A.**, a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"); **GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION, INC.**, having its principal place of business in Washington, D.C. (hereinafter referred to as the "Association"); and **GEORGETOWN UNIVERSITY STUDENT FEDERAL CREDIT UNION**, having its principal place of business in Washington, D.C. (hereinafter referred to as "GUSFCU") for themselves, their successors and assigns.

WHEREAS, the Association entered into an agreement with MBNA America dated May 16, 1984, as amended by an addendum dated February 19, 1988, and an addendum dated August 13, 1991.

WHEREAS, the Association and GUSFCU entered into an agreement with MBNA America dated April 29, 1991;

WHEREAS, MBNA America is responsible for the administration of the Financial Services (as hereinafter defined); and

WHEREAS, the parties wish to continue their relationship pursuant to this Agreement.

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means May 31, 1999 or the final day of the term of any extension of this Agreement whichever occurs later.
- (c) "Customer" means any Member or Student who is a participant in the Program.
- (d) "Financial Services" means credit card programs, revolving loan programs, general bank card services, and travel and entertainment card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes, and/or labels (in a format designated by MBNA America), containing names, postal addresses and telephone numbers of Members and Students segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of the Association plus other participants mutually agreed to by the Association and MBNA America.

- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members and/or Students.
- (h) "Student" means currently enrolled undergraduate and graduate students of Georgetown University, including full and part-time students.
- (i) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by the Asscciation or GUSFCU during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members and/or Students, and to directly compensate the Association and GUSFCU with Royalties generated thereby, and the Association and GUSFCU agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members and Students.

3. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- (a) The Association agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any endorsed Financial Services of any organization other than MBNA America. The Association will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. The Association further agrees that during the term of this Agreement, no Association publication shall carry advertisements for any other Financial Services.
- (b) The Association authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) The Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America which contain either the Association's Trademark or the endorsement of the Association, which approval shall not be unreasonably withheld or delayed.
- (d) At least once a year, the Association shall provide MBNA America with current and updated Mailing Lists of Members free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by the Association.
- (e) The Association shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to the Association. Members of the Board of Governors of the Association are exempt from this provision.
- (f) The Association warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. The Association hereby grants MBNA America a limited, non-exclusive license to use its

Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by the Association during the term of this Agreement. Nothing stated in this Agreement prohibits the Association 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 Services.

- (g) The Association shall provide MBNA America with a subscription without charge to any and all Association publications.

4. RIGHTS AND RESPONSIBILITIES OF GUSFCU

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

- (g) GUSFCU shall provide MBNA America with a subscription without charge to any and all GUSFCU publications.

5. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop, and administer the Program for the Members and/or Students.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer, Member or Student's account independent of the Association and GUSFCU.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement, and shall not permit those entities handling the Mailing Lists to use them for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of product offered, Members and Students who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of the Association or GUSFCU. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by the Association or GUSFCU.

6. ROYALTIES

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

7. INDEPENDENT CONTRACTOR

MBNA is an independent contractor and this Agreement should not be construed to create an association partnership, joint venture, relation of principal and agent or employer and employee between MBNA and the Association or the Association's agents within the jurisdiction of any federal, state or local law. MBNA agrees to indemnify and hold harmless the Association its directors, officers or employees and affiliates from and against all losses, claims, liabilities, damages and expenses which it may incur as a result of any materials or information produced by MBNA America as determined by a court of competent jurisdiction.

8. CROSS INDEMNIFICATION

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

9. RATES AND BENEFITS

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

10. CONFIDENTIALITY OF AGREEMENT

The Association, GUSFCU and MBNA America expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, the Association, GUSFCU and MBNA America shall be permitted to disclose such terms to their directors, accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8. If, at any time, MBNA is contacted by a third party, including the media, concerning its activities on behalf of the Association, MBNA will make no comment and will immediately notify the Association of the contact.

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11. TERM OF AGREEMENT

- (a) The initial term of this Agreement will be for five (5) year period beginning April 1, 1994 until May 31, 1999. This Agreement will be extended automatically on the Anniversary Date or any extension thereof for successive one-year periods unless any party gives written notice at least ninety (90) but not more than one hundred and eighty (180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.
- (b) Schedules A and B are accurate as of April 1, 1994, and MBNA America shall not adjust the rate provisions of Schedules A and B for ninety (90) days from such date.
- (c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by the Association or GUSFCU to the Members or Students. Upon

termination or expiration of this Agreement, neither the Association nor GUSFCU shall take action with MBNA America or any other person to cause the removal of the Association or GUSFCU's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

12. STATE LAW GOVERNING AGREEMENT

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

13. TERMINATION

- (a) A material breach or default of this Agreement by MBNA America, the Association or GUSFCU shall not cause this Agreement to terminate. In the event of such a breach, however, any party affected by said breach may, in its sole discretion, cancel its obligations under this Agreement with respect to the defaulting party only, by giving sixty (60) days written notice to all parties hereto, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default. In any event, the parties agree that such a breach shall not relieve a party of its obligations under this Agreement to any remaining non-breaching party, and such a cancellation shall not affect the continued binding nature of this Agreement as between the non-breaching parties.
- (B) If either MBNA America, the Association, GUSFCU becomes insolvent in that its liabilities exceed its assets, is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation, this Agreement shall immediately terminate. Any licenses granted or Mailing Lists provided under this agreement shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver. *at*
- (c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(e) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks. *11 (c) [Signature]*

14. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officers of all parties hereto.
- (b) The obligations in Sections 8, 10 and 11(c) shall survive any termination or expiration of this Agreement.
- (c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any right or any future rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

- (i) If to the Association:

Georgetown University Alumni Association
3604 O Street, N.W.
Washington, D.C. 20057
Attention: Conan N. Louis, Associate Vice
President for Alumni Relations and
Executive Secretary, Alumni Association

- (ii) If to GUSFCU:

Georgetown University Student Federal Credit Union
Leavy Center
Washington, D.C. 20057
Attention: Roger Freeman, President/CEO

- (iii) If to MBNA America:

MBNA America Bank, N.A.
400 Christiana Road
Newark, Delaware 19713

Attention: Terrance R. Flynn
Senior Executive Vice President

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

- (g) This Agreement 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 either party or its employees, officers or agents shall be valid and binding. Without the prior written consent of all parties which shall not be unreasonably withheld, none of the parties may assign its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to its subsidiaries or affiliates without the prior written consent of the Association or GUSFCU.
- (h) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the Association, GUSFCU and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION

Dated this 12th day
of May, 1994

By: Conan N. Lewis
Title: Executive Secretary

GEORGETOWN UNIVERSITY STUDENT FEDERAL CREDIT UNION

Dated this 12th day
of May, 1994

By: Rose A. Freeman
Title: Chairman / CEO

MBNA America Bank, N.A.

Dated this _____ day
of _____, 1994

By: [Signature]
Title: _____

SCHEDULE A

I. TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

- o There is NO Annual Fee for Alumni Members.
- o There is NO Annual Fee for the first year for Student Members. The annual fee, when applied, will be \$20.00 per year thereafter.
- o The current Annual Percentage Rate for Alumni Members will be a fixed rate of 15.9%, or a variable rate of prime plus 7.9%, which is currently 13.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- o The current Annual Percentage Rate for Student Members will be a fixed rate of 17.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- o Alumni Members that open new credit card accounts between May 31, 1994 and May 31, 1995 will receive an Annual Percentage Rate of 9.9% for the first twelve (12) months of such card on cash advances and retail purchases. Thereafter the Customer's Annual Percentage Rate will revert to the Annual Percentage Rate formula (either fixed or variable) chosen by the Customer when the credit card account was opened.

B. Gold Reserve Accounts

- o There is NO Annual fee for the first six months for Members.
- o The Annual Fee the second six months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- o The current Annual Percentage Rate is 15.9%.

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

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, the Royalties paid to the Association and GUSFCU shall be calculated according to the below schedule for those accounts with active charging privileges. The Royalties due under this Agreement from credit card accounts opened or renewed by Students shall be distributed as follows:

- Fifty percent (50%) to GUSFCU
- Fifty percent (50%) to the Association

The Royalties due under this Agreement from credit card accounts opened or renewed by Alumni Members shall be distributed entirely to the Association. All royalties earned through retail purchases shall be distributed entirely to the Association.

A. CREDIT CARD ACCOUNTS

- o \$10.00 for every new credit card account opened by a Student Member which remains open for at least ninety (90) days.
- o \$7.00 for every new credit card account opened by an Alumni Member which remains open for at least ninety (90) days.
- o \$10.00 each year a credit card account is renewed by a Student Member and an Annual Fee is paid by the Customer.
- o \$7.00 each year a credit card account is renewed by an Alumni Member and the account remains open and active.
- o .40 of 1% of all retail purchases made by Alumni Members (net refunds and returns).
- o \$0.30 per purchase transaction made by Student Members (net refunds and returns).

When a Student who has an account in good standing graduates from GUSFCU, the Student's account will be converted into an Association account. MBNA America will pay GUSFCU a one-time fee of \$10.00 upon conversion and no further Royalties will be paid to GUSFCU for such a converted account under this Agreement. From the date of conversion, the converted account will be treated by MBNA America and the Association as a renewal account.

- o Provided Association allows for the full implementation of Program marketing (direct mail, telemarketing and on-campus promotions), MBNA America agrees to make a total payment of \$100,000 (one hundred thousand dollars) as an advance against future royalties which will be paid upon completion of the first full marketing campaign.
- o The first full marketing campaign shall consist of Direct Mail and Telemarketing to the full Mailing List of marketable names.

- o The Association shall be guaranteed royalties of \$750,000 (seven hundred and fifty thousand dollars) during the five years of the Agreement from May 1, 1994 to May 31, 1999 payable on or before May 31, 1999, if not previously earned, based on the following conditions:
 - o MBNA America is guaranteed the right to conduct a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement. Direct Promotions will be given the ability to promote the credit card program "on campus" at major events as well as "ongoing" through tabling and postering.
 - o The Association must endorse the Financial Services as defined in this Agreement, in conjunction with the Program during the term of this Agreement.
- o In addition, upon full execution of this Agreement, MBNA America shall make a one-time payment of \$100,000 (one hundred thousand dollars) for the sole purpose of supporting the ASSOCIATION.

Royalties associated with credit card accounts will be paid approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 for each Gold Reserve Account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
2. 0.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Reserve Account with active charging privileges. This amount will be paid annually within 60 days of the calendar year end.
3. \$2.00 for each Gold Reserve Account renewed, for each year that such account is renewed, applicable Annual Fee is paid and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each calendar quarter.

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of Members or Students obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of Members or Students obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

IV. ROYALTIES

- (a) Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of Members or Students obtained by MBNA America pursuant to the Program.
- (b) Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of Members or Students obtained by MBNA America pursuant to the Program.
- (c) MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

**TERM EXTENSION AND
ROYALTY GUARANTEE ADDENDUM**

THIS ADDENDUM, including Attachment #1, (the "Addendum") is entered into this 25th day of May, 1999 by and among MBNA America Bank, N.A. ("MBNA America"), Georgetown University Alumni Association, Inc. ("Association"), and Georgetown University Alumni Student Federal Credit Union, formerly known as Georgetown University Student Federal Credit Union, ("GUASFCU"), for themselves and their respective successors and assigns.

WHEREAS, Association, GUASFCU, and MBNA America are parties to an amended and restated affinity agreement last dated May 12, 1994 (the "Agreement"); and

WHEREAS, Association, GUASFCU and MBNA America desire to amend the Agreement to revise the royalty payments as provided below;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on May 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. **ROYALTY ADVANCE TO ASSOCIATION**

MBNA America shall pay to Association the sum of five hundred thousand dollars (\$500,000.00) upon full execution of this Addendum, and two hundred fifty thousand dollars (\$250,000.00) upon the first year anniversary of the full execution of this Addendum (each, an "Advance"), each as an advance against future Association Royalties to be accrued, subject to the provisions set forth below. All Association Royalties accrued shall, in lieu of direct payment to Association, be applied against the Advances until such time as the Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Association hereunder, and (y) Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance(s) paid 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 (ix) below should occur:

- (i) the Agreement is terminated prior to May 31, 2006;
- (ii) Association breaches any of its obligations under this Agreement;
- (iii) Association does not provide two full and updated Alumni Mailing Lists (including graduate and undergraduate Alumni names) during each consecutive twelve month period during the term of the Agreement;

- (iv) GUASFCU does not provide two new full and updated Student Mailing Lists (including graduate and undergraduate names) during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full and updated Alumni Mailing Lists during each consecutive twelve month period during the term of the Agreement;
- (vi) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full and updated Student Mailing Lists during each consecutive twelve month period during the term of the Agreement;
- (vii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full and updated Alumni Mailing Lists during each consecutive twelve month period during the term of the Agreement;
- (viii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full and updated Student Mailing Lists during each consecutive twelve month period during the term of the Agreement;
- (ix) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and posterings), including promotion campaigns outside the credit union at the Leavey Center, during each consecutive twelve month period during the term of the Agreement.

4. ROYALTY GUARANTEE TO ASSOCIATION

Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than two million one hundred fifty thousand dollars (\$2,150,000.00) (the "Guarantee Amount") by May 31, 2006, subject to the provisions set forth below. If on May 31, 2006 Association has not accrued \$2,150,000.00 in Royalties, MBNA America will pay Association an amount equal to the Guarantee Amount minus the sum of all Royalties accrued by Association during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 3, above.

5. ADDITIONAL PAYMENTS TO ASSOCIATION

In each calendar year, from 1999 to 2006, MBNA America shall pay Association fifty thousand dollars (\$50,000.00) if during such year, MBNA America books one thousand eight hundred (1,800) new credit card accounts pursuant to the Program. Payments made pursuant to this Section 5 shall not be applied toward the Guarantee Amount set forth in Section 4, above.

6. Payments made in connection with the Agreement, as amended by this Addendum, are in consideration of MBNA America's limited license to use GUAA's valuable, intangible property rights, including the use of GUAA's logo and name, in association with this Program.

7. A summary of the current features of the credit card program are as set forth in Attachment #1.

8. 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. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

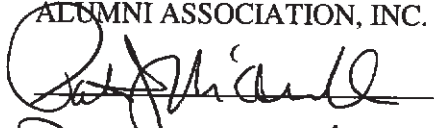
GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION, INC.

By:

Name:

Title:

Date:


Patrick J. McArdle
Executive Secretary
April 29, 1999

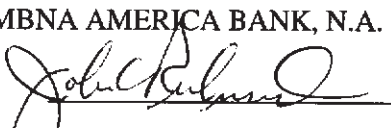
MBNA AMERICA BANK, N.A.

By:

Name:

Title:

Date:


John C. Richmond
SEVA
May 25, 1999


GEORGETOWN UNIVERSITY
ALUMNI STUDENT FEDERAL
CREDIT UNION

By:

Name:

Title:

Date:


Henry W. Howe
CEO, Chairman
4-29-99

ATTACHMENT #1

TERMS AND FEATURES

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

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current introductory annual percentage rate will be a fixed rate of 3.9% for 5 billing cycles for cash advances. The current non-introductory annual percentage rate will be a fixed rate of 12.9%.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

GOLD OPTION ADDENDUM

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 12 day of October, 2001, by and between GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION ("ASSOCIATION") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ASSOCIATION and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ASSOCIATION; and

WHEREAS, ASSOCIATION and MBNA America mutually desire to amend the Agreement to include MBNA America's Gold Option product ("Gold Option"): (i) as a financial service provided by MBNA America; and (ii) as another part of ASSOCIATION's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that Gold Option (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option, to some or all of the persons included on the lists provided by ASSOCIATION under the Agreement.
3. ASSOCIATION agrees to (i) exclusively endorse Gold Option; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option. Subject to the foregoing, all of ASSOCIATION's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, ASSOCIATION will receive the royalties set forth on Attachment #1, Section II for Gold Option accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, ASSOCIATION shall not take action to cause the removal of ASSOCIATION's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect

to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, ASSOCIATION hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. ASSOCIATION represents and warrants that ASSOCIATION has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: <u>W. G. Reynolds</u>	By: <u>Michael Durrah</u>
Name: <u>W. G. Reynolds</u>	Name: <u>Michael Durrah</u>
Title: <u>Executive Secretary</u>	Title: <u>SEVP</u>
Date: <u>9/20/01</u>	Date: <u>October 16, 2001</u>

Attachment #1

I. Gold Option Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A) Gold Option is a **no annual fee** revolving loan-type product.
- B) Customers can request that checks be drawn upon a predetermined line of credit.
- C) MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- D) Fixed monthly payments may be tailored to customer's monthly needs.
- E) The current annual percentage rate is as low as 9.99%; individual customers may receive a higher rate depending on income and creditworthiness.

II. Gold Option Royalties

- A) \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
- B) 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 which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- C) \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

REWARDS ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 9th day of October, 2002 (the "Effective Date"), by and among the Georgetown University Alumni Association ("GUAA"), Georgetown University Alumni Student Federal Credit Union ("GUASFCU") (GUASFCU and GUAA are hereinafter collectively referred to as the "University") MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, The University and MBNA America are parties to an amended and restated Georgetown University Alumni Association agreement last dated May 12, 1994 (the "A&R Agreement"), as the same may have been amended by a Term Extension & Royalty Guarantee Addendum dated May 25, 1999 (the "May 1999 Addendum") and a Gold Option Addendum dated October 16, 2001 (the "GO Addendum") (the A&R Agreement, the May 1999 Addendum and the GO Addendum are collectively hereinafter referred to as the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of the University; and

WHEREAS, University and MBNA America mutually desire to extend the term of the Agreement and to restate certain royalty payments;

WHEREAS, University and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of the Financial Services Program offered to University members and students, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is extended and will now end on December 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless a 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 will replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. On the Effective Date of this Addendum, the provisions in Section 5 of the May 1999 Addendum shall no longer apply.
4. In each calendar year, during the term of the Agreement, from 2002 until 2006, MBNA shall pay GUAA the following Royalty payments:
 - (a) \$50,000 (Fifty thousand dollars) if at least 1,800 new alumni and student credit card accounts are opened pursuant to the Program in such calendar year; plus
 - (b) \$15,000 (Fifteen thousand dollars) if at least 3,000 new alumni and student credit card accounts are opened pursuant to the Program in such calendar year; plus
 - (c) \$10,000 (Ten thousand dollars) if at least 3,400 new alumni and student credit card accounts are opened pursuant to the Program in such calendar year.

Payments made pursuant to Section 4 of this Addendum shall not be applied to the Royalty Guarantee in Section 4 of the May 1999 Addendum.

5. Reward Enhancement

(a) When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by University under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

(b) University agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of University's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

(c) During the term of the Agreement, GUAA will receive the royalties set forth on Attachment #1 for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement; provided that payments to be made pursuant to Section 4 of the May 1999 Addendum and Section 4 of this Addendum continue to apply.

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

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

GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: W. G. Reynolds

By: Michael Durrah

Name: W. G. Reynolds

Name: Michael Durrah

Title: Exec. Secretary

Title: SELF

Date: 09/24/02

Date: 10/24/02

GEORGETOWN UNIVERSITY ALUMNI STUDENT FEDERAL CREDIT UNION

By: Ch Pettrilli

Name: Christopher Pettrilli

Title: CEO

Date: 10/09/02

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. No Annual Fee.
- B. The current annual percentage rate is 11.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.
- D. Customers earn rewards points based on purchase volume and may redeem points for various merchandise and services including but not limited to air travel.

II. Reward Credit Card Account Royalties

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

- A. \$7.00 (seven dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$7.00 (seven 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.
- C. 0.20% (one fifth of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

CUSTOMER LIST ADDENDUM

THIS ADDENDUM, including Attachment 1 which is attached hereto and incorporated herein by reference, (collectively, the "Addendum") is entered into this 10th day of February 2004, by and among the Georgetown University Alumni Association ("GUAA"), Georgetown University Alumni Student Federal Credit Union ("GUASFCU") (GUASFCU and GUAA are hereinafter collectively referred to as the "UNIVERSITY") and MBNA America Bank, N.A., ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNIVERSITY and MBNA America are parties to an affinity agreement as amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UNIVERSITY; and

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Each calendar quarter during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide GUAA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined.

Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to GUAA, and may restrict any use by GUAA of any Customer List or Customer Information which is provided by MBNA America to GUAA, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

3. GUAA shall return to MBNA America each Customer List, in the same form as received by GUAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, GUAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

4. Any Customer List provided to GUAA 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 GUAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

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

5. All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. UNIVERSITY expressly acknowledges and agrees that UNIVERSITY has no property right or interest whatsoever in any Customer List. GUAA 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 Attachment 1 or a separate writing by MBNA America. At all times GUAA shall keep in confidence and trust all Customer Lists. GUAA further agrees that it shall not transfer any Customer List to any other organization (including GUASFCU) or individual under any circumstances, and GUAA specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

6. GUAA shall have no authority to use the Customer List for any purpose not expressly permitted in Attachment #1 or by MBNA America in a separate writing. GUAA shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. GUAA 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 GUAA from time to time. GUAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of GUAA who need such access to perform their duties for GUAA. In view of the confidential nature of the Customer List, GUAA warrants that GUAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

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

8. In the event UNIVERSITY 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, UNIVERSITY agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

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

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. The rights and obligations set forth in this Addendum (except MBNA America's obligation to provide GUAA with a Customer List) shall survive the termination of the Agreement.

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

GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION

By: W. S. Reynolds
Name: W. S. Reynolds
Title: Exec. Director
Date: 2/10/04

MBNA AMERICA BANK, N.A.

By: James S. Murphy
Name: JAMES S. MURPHY
Title: EVP
Date: 4/7/04

GEORGETOWN UNIVERSITY ALUMNI
STUDENT FEDERAL CREDIT UNION

By: Aaron C. Shumaker
Name: Aaron C. Shumaker
Title: CEO / Chairman
Date: 3/12/04

Attachment #1

I. Description of Association Use of the Customer List

The descriptions outlined below clarify the purposes and methods of GUAA's use of the Customer List.

- A. To add information pertaining to individual alumni participation in the various MBNA America/GUAA affinity programs to the GUAA alumni membership database. Any additions to the Association database shall not include a description that indicates credit card or MBNA America customer. GUAA shall comply with the reuse and redisclosure restrictions imposed by Title V of the Gramm-Leach-Bliley Act and the regulations promulgated thereunder concerning the information received pursuant to this Addendum. To comply with these requirements, GUAA agrees that it shall not disclose to third parties Customer Information that was updated in GUAA's alumni membership database based upon Customer Information provided by MBNA America to GUAA more than thirty (30) days after MBNA America provided such Customer Information to GUAA.
- B. To assess and analyze individual GUAA member participation in the MBNA America/GUAA affinity programs in relation to participation in other GUAA programs, events, and services; particularly the Annual Fund fund-raising drive, and other donor related behavior. Although such analysis will occur, information obtained as a result of this study will not be shared with individuals or parties outside the GUAA.
- C. To include in data sets for analysis by GUAA strategy consultants (the "Consultants") to create predictive behavior data models, and other similar statistical models. Results of such analyses will be used solely to target GUAA members for solicitation in GUAA programs, events, and services; particularly the Annual Fund fund-raising drive, and other donor related behavior. If any material is to be sent solely to credit card customers, then MBNA America will be provided with prior review and written approval of such correspondence. Likewise, such analysis will not be shared with parties outside GUAA. If the Consultants will have access to Customer Information and will know that such information is Customer Information, GUAA shall cause the Consultants to execute confidentiality agreements required by MBNA America.

II. Additional Information Regarding Protection of Customer List Information

Under no circumstances will GUAA refer to or disclose any information pertaining to member participation in any of the MBNA America/UNIVERSITY programs in any of its communications to GUAA members.

**DEPOSIT PROGRAM AGREEMENT
GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION**

This Agreement is entered into as of this 27th day of September, 2007 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("BANK"), and GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Washington, D.C. ("ASSOCIATION"), for themselves, and their respective successors and assigns.

WHEREAS, ASSOCIATION, BANK and Georgetown University Alumni and Student Federal Credit Union ("GUSFCU") are parties to an Amended and Restated Agreement, dated May 12, 1994, as amended (collectively referred to herein as the "Card Program Agreement").

WHEREAS, the parties have discussed expanding the deposits product offerings under the Program (referred to herein as the "Deposits Program") and GUSFCU has decided not to be a party to the Deposits Program because GUSFCU offers deposits to "Student Members," as that term is defined in the Card Program Agreement.

WHEREAS, ASSOCIATION and BANK mutually desire to enter into this standalone Deposits Program Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ASSOCIATION 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.

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

"ASSOCIATION Affiliate" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with ASSOCIATION. For the avoidance of any doubt, "ASSOCIATION Affiliate" shall not include Georgetown University or GUSFCU.

"Customer" means any Member who is a participant in the Program.

"Deposit Service Products" means any and all consumer deposit products, such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

"Information" has the meaning ascribed to such word in Section 8.

“Mailing List” means an updated and current list and/or magnetic tape (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 reasonably selected membership characteristics.

“Member” means a member of ASSOCIATION and/or other potential participants mutually agreed to by ASSOCIATION and BANK.

“Program” means those programs and services of the Deposit Service Products BANK may, at its option, offer to the Members from time to time pursuant to this Agreement.

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

“Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by ASSOCIATION or any ASSOCIATION Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ASSOCIATION

- (a) ASSOCIATION agrees that during the term of this Agreement it will permit the BANK to promote the Program to ASSOCIATION members on an exclusive basis and that neither ASSOCIATION nor any ASSOCIATION 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 Deposit Service Products of any organization other than BANK; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Deposit 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 Deposit Service Products of any entity other than BANK.

BANK acknowledges that ASSOCIATION has a relationship with GUSFCU pursuant to which GUSFCU currently offers deposits products, including, but not limited to, checking and savings accounts, VISA Check Card Surcharge Free Access to 32,000 ATMs, Online Telephone and Banking, Bill Pay, Certificate of Deposits, and Signature Auto Loans to the undergraduate and graduate students and alumni of Georgetown University (“GUSFCU Deposits Program”). As the GUSFCU Deposits Program is currently operated and intended to be operated as of the Effective Date of this Agreement, that program shall not be deemed a violation of Association’s exclusivity obligations under this Agreement; provided that Association will ensure that GUSFCU does not use the ASSOCIATION Trademarks in connection with the GUSFCU Deposits Program, including, for example using any ASSOCIATION Trademark or name on the VISA Check Card, and GUSFCU does not use the Mailing Lists to promote or market the GUSFCU Deposits Program. For the avoidance of any doubt, the foregoing restriction does not apply to marks featuring the words ‘Georgetown’ or ‘Georgetown University’

or the Georgetown University logo or any other trademark used by Georgetown University and/or its Affiliates without the accompanying phrase "Alumni Association."

- (b) ASSOCIATION agrees to provide BANK with such information and assistance as may be reasonably requested by BANK in connection with the Program.
- (c) ASSOCIATION authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.
- (d) ASSOCIATION will have the right of prior approval of all Program advertising and solicitation materials to be used by BANK, which contain any Trademarks; such approval will not be unreasonably withheld or delayed. In the event that BANK incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new debit cards), BANK may deduct such costs from Royalties due ASSOCIATION. In the event such costs exceed Royalties then due ASSOCIATION, ASSOCIATION will promptly reimburse BANK for all such costs.
- (e) Within thirty days following the request of BANK, ASSOCIATION will provide BANK with the Mailing List free of any charge; provided, however, that ASSOCIATION will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that ASSOCIATION not provide his/her personal information to third parties. In the event that BANK incurs a cost because of a charge assessed by ASSOCIATION or its agents for an initial Mailing List or an update to that list, BANK may deduct such costs from Royalties due ASSOCIATION. ASSOCIATION will provide the first Mailing List, containing at least 120,000 non-duplicate names with all corresponding contact and other pertinent information, as soon as possible but no later than thirty days after ASSOCIATION's execution of this Agreement.
- (f) ASSOCIATION will, and will cause any ASSOCIATION 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 ASSOCIATION. Notwithstanding the above, ASSOCIATION 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 ASSOCIATION. Any e-mail or hard copy correspondence received by ASSOCIATION that is intended for BANK will be forwarded to the BANK account executive via e-mail or overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by BANK.
- (g) ASSOCIATION hereby grants BANK and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license will be transferred upon assignment of this Agreement pursuant to Section 12(g). This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual.

ASSOCIATION will provide BANK all Trademark production materials (e.g., camera ready art) required by BANK for the Program, as soon as possible but no later than thirty days after ASSOCIATION's execution of this Agreement. Nothing stated in this Agreement prohibits ASSOCIATION 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 Deposit Service Products. BANK acknowledges that any and all use of the Trademarks by BANK is pursuant to this Agreement and that any and all goodwill associated with such use shall inure exclusively to the benefit of ASSOCIATION.

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 with regard to the Program. BANK 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 ASSOCIATION.
- (c) BANK will bear all costs of producing and mailing materials for the Program.
- (d) BANK will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of ASSOCIATION.
- (e) BANK will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not permit those entities handling these Mailing Lists to use them for any other purpose. BANK will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and will remain the sole property of ASSOCIATION. However, BANK 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 BANK's own 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 ASSOCIATION.
- (f) Notwithstanding anything contained in the Agreement to the contrary, ASSOCIATION 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 Program and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using ASSOCIATION's Mailing Lists for Deposit Service Products, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless ASSOCIATION 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). Such information becomes a part of BANK's own 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 ASSOCIATION.

- (g) BANK will adhere to those quality control standards related to the Trademarks and Trademark usage guidelines that ASSOCIATION communicates to BANK from time to time pursuant to Section 2(d) above. BANK will not alter or modify the Trademarks without prior written approval from ASSOCIATION.

4. REPRESENTATIONS AND WARRANTIES

- (a) ASSOCIATION and BANK 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 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) ASSOCIATION represents and warrants to BANK as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to BANK for use as contemplated by this Agreement, and to provide the Mailing List(s) to BANK for the promotion of the Program. ASSOCIATION will hold BANK, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse BANK's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from BANK's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by BANK for the promotion of the Program. Each party will 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

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

BANK shall pay all Royalties that accrue pursuant to Section C of Schedule A of this Agreement directly to ASSOCIATION and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that ASSOCIATION receives or may receive under the Card Program Agreement. In addition, all Royalties that accrue pursuant to Sections A and B of Schedule A of this Agreement shall, in lieu of direct payment to ASSOCIATION, be applied against any Advance(s) and/or Guarantee Amount that ASSOCIATION receives or may receive under the Card Program Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to BANK as set forth in Sections A and B of Schedule A of this Agreement.

6. CROSS INDEMNIFICATION

ASSOCIATION 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 ASSOCIATION or BANK, respectively as the case may be, or its directors, officers or employees.

7. PROGRAM ADJUSTMENTS

BANK reserves the right, in its sole discretion, to adjust or amend from time to time the features, terms and conditions of the Program and the products offered under the Program.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information (including, but not limited to, Mailing Lists) 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 ASSOCIATION will 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 requested by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2010. 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 one hundred and eighty (180) prior to the end of the then current term or renewal term, as applicable.

10. 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.

11. TERMINATION

- (a) In the event of any material breach of this Agreement by BANK or ASSOCIATION, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 will terminate sixty (60) days after the Cure Period.
- (b) If either BANK or ASSOCIATION 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, in a manner consistent with Section 11(e) of this Agreement, cease to use the Trademarks. BANK agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, BANK may conclude all solicitation that is required by law.
- (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 ASSOCIATION or any ASSOCIATION Affiliate to the Members. Such approval will not be unreasonably withheld.
- (e) Upon termination or expiration of this Agreement, Bank shall not be required to remove and ASSOCIATION shall not take any action to cause the removal of the Trademarks from the debit cards or other account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other account access device containing such Trademarks; and (b) the exhaustion and clearing of such customer's check supply containing such Trademarks. However, upon termination or

expiration of the Deposits Program, Bank shall no longer use the Trademarks on Deposits 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 ASSOCIATION.

- (f) 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 VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then BANK will have the right to terminate this Agreement upon ninety days advance written notice. Such written notice will include an explanation and evidence of the burden imposed as a result of such change.
- (g) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, ASSOCIATION agrees that neither ASSOCIATION nor any ASSOCIATION Affiliate will, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a deposit product or service similar to the Deposit Services Program, including without limitation, any checking account or debit card, to Members who were Customers.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) Any Section that, by its nature survives, shall survive the expiration or any earlier termination of this Agreement, including Sections 4(b), 7, 11(c), 11(d), 11(e), 11(g) and 12 (b).
- (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 will for any reason be 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.
- (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 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to ASSOCIATION:

Georgetown University Alumni Association
3604 O Street, NW
Washington, D.C.

ATTENTION: Mr. William Reynolds

Fax #: (202) 687-0010

(2) If to BANK:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Mr. Lou Zicarelli,

Fax #: (302) 432-0469

(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 but not limited to the Deposits Program Addendum dated April 20, 2007. Neither party may assign any of its rights or obligations under or arising from this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. BANK may assign any of its rights or obligations under this Agreement to an affiliate without the prior consent of ASSOCIATION. BANK may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) 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 this Agreement apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of deposit products, that will be offered under the Program, and such may be adjusted or amended from time to time by Bank and its affiliates. Bank and its affiliates may, from time to time and in their discretion, add new features and terms and adjust or amend current features and terms of any deposit product offered under the Program. All deposit products offered under the Program will be subject to Bank's standard consumer agreements. ASSOCIATION will not possess any ownership interest in the deposit products offered under the Program or any accounts or access devices established

pursuant to the Program. Bank may or may not market the deposit products offered under the Program through all Bank marketing channels, including the banking centers.

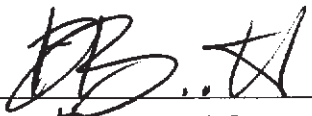
- (i) BANK and ASSOCIATION are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (j) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than ASSOCIATION and BANK, their affiliates, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (k) Neither party will 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.
- (l) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will 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.

GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: William G. Reynolds
Name: W. G. Reynolds
Title: Exec. Director
Date: 9/27/07

By: 
Name: DAVID BOORN
Title: SUP
Date: 10-31-07

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, ASSOCIATION will receive the royalties set forth below. Royalties will not be paid to ASSOCIATION on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with Section D below or otherwise.

- A. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the money market deposits 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 one-hundredths of one percent) 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 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 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. Customers will be eligible to participate in Bank's Keep The Change™ savings program. Subject to the rules of such savings program, and following the initial three month promotional period under such savings program, Bank or its affiliate will match an additional 10% of the Customer's Keep the Change transfers over the Bank's standard savings match for the period of time that the Customer's participating Deposit Accounts are under the Program.

Letter Amendment

Re: Amended and Restated Affinity Agreement among Georgetown University Alumni Association, Georgetown University Alumni Student Federal Credit Union (collectively "Georgetown") and FIA Card Services, N.A. ("Bank") dated as of May 12, 1994, as amended ("Agreement")

Dear Bill:

This Letter Amendment serves to document our intention to clarify the provisions of Section D (1), Subsections (iii), (iv), and (v) of Attachment #1 to the Term Extension Addendum entered into by the parties as of January 1st, 2007 ("Addendum").

The parties hereby agree notwithstanding anything in the Addendum to the contrary, that in the event that Bank is prohibited or otherwise prevented from conducting the direct mail, telemarketing or e-mail campaigns required under Section D (1), Subsections (iii), (iv), and (v) of Attachment #1 to the Addendum due solely to a change in applicable law, statute or regulation (a "Legal Event"), Georgetown shall not be obligated to pay Bank 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 otherwise required by such Section D (1). Notwithstanding the foregoing, in such cases, Bank shall no longer be obligated to pay any additional Advances to Georgetown under the Agreement and shall have the right to continue to apply Royalties to the Advances paid by Bank to Georgetown in the contract year in which the Legal Event occurs until such Advance has been recouped. Any Royalties accrued thereafter shall be paid to the Association as set forth in the Agreement.

Please indicate your agreement with the above by signing below and returning an original copy of this letter to my attention.

Very Truly Yours,



Peter Osborne
Senior Vice President

Acknowledged and Agreed to this 22nd day of February, 2007.

W. G. Reynolds (Signature)

W. G. Reynolds (Name, printed)

Exec. Director (Title)

2/22/07 (Date)

Letter Amendment

Re: Amended and Restated Affinity Agreement among Georgetown University Alumni Association, Georgetown University Alumni Student Federal Credit Union (collectively "Georgetown") and FIA Card Services, N.A. ("Bank") dated as of May 12, 1994, as amended ("Agreement")

Dear Greg:

This Letter Amendment serves to document our intention to clarify the provisions of Section D (1), Subsections (iii), (iv), and (v) of Attachment #1 to the Term Extension Addendum entered into by the parties as of January 1st, 2007 ("Addendum").

The parties hereby agree notwithstanding anything in the Addendum to the contrary, that in the event that Bank is prohibited or otherwise prevented from conducting the direct mail, telemarketing or e-mail campaigns required under Section D (1), Subsections (iii), (iv), and (v) of Attachment #1 to the Addendum due solely to a change in applicable law, statute or regulation (a "Legal Event"), Georgetown shall not be obligated to pay Bank 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 otherwise required by such Section D (1). Notwithstanding the foregoing, in such cases, Bank shall no longer be obligated to pay any additional Advances to Georgetown under the Agreement and shall have the right to continue to apply Royalties to the Advances paid by Bank to Georgetown in the contract year in which the Legal Event occurs until such Advance has been recouped. Any Royalties accrued thereafter shall be paid to the Association as set forth in the Agreement.

Please indicate your agreement with the above by signing below and returning an original copy of this letter to my attention.

Very Truly Yours,



Peter Osborne
Senior Vice President

Acknowledged and Agreed to this 27 day of February, 2007.

 (Signature)

Gregory L Pasque (Name, printed)

Chief Executive Officer (Title)

02/27/07 (Date)

TERM EXTENSION ADDENDUM

Jan. 1ST 2007
[Handwritten signature]

THIS ADDENDUM (the "Addendum") is entered into as of this 14th day of Nov., 2006 (the "Effective Date") by and between Georgetown University Alumni Association ("Association"), Georgetown University Alumni Student Federal Credit Union ("GUASFCU") (Association and GUASFCU are hereinafter collectively referred to as "Georgetown"), and FIA Card Services, N.A., formerly known as MBNA America, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Georgetown and Bank are parties to an Amended and Restated Affinity Agreement dated as of May 12, 1994, 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 Georgetown; and

WHEREAS, Georgetown 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, Georgetown 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 December 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.

3. Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(f):

(f) **"Member"** means an undergraduate or graduate student of Georgetown University (each, a **"Student Member"**) or an alumni of Georgetown University or other potential participants mutually agreed to by Georgetown and Bank (each, an **"Alumni Member"**).

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

"Alumni Credit Card Account" means a Credit Card Account where the primary applicant is an Alumni Member. **"Student Credit Card Account"** means a Credit Card Account where the primary applicant is a Student Member.

"Alumni Reward Credit Card Account" means a Reward Credit Card Account where the primary applicant is an Alumni Member. **"Student Reward Credit Card Account"** means a Reward Credit Card Account where the primary applicant is a Student Member.

"Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program.

5. During the term of the Agreement, Association will receive the Royalties set forth on Attachment #1, attached hereto and incorporated herein by reference, for the Credit Card Accounts, Alumni Reward Credit Card Accounts and Student Reward Credit Card Accounts.

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.

GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION, INC

By: W. G. Reynolds
Name: W. G. Reynolds
Title: Exec. Director

**FIA CARD SERVICES, N.A.
f/k/a MBNA America Bank, N.A.**

By: Joseph A. DeSantis
Name: Joseph A. DeSantis
Title: SVP

GEORGETOWN UNIVERSITY ALUMNI STUDENT FEDERAL CREDIT UNION

By: Gregory L. Pasqua
Name: Gregory L. Pasqua
Title: Chief Executive Officer

ATTACHMENT #1

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$5.00 (five dollars) 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 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. \$5.00 (five dollars) 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: (a) 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 (b) has had active charging privileges for each of the preceding twelve months.
3. 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 (a) relate to refunds, returns and/or unauthorized transactions, and/or (b) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (a) relate to refunds, returns and/or unauthorized transactions, and/or (b) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$5.00 (five dollars) for each new Alumni Reward Credit Card Account/Student 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 consecutive days of the Alumni Reward Credit Card Account/Student Reward 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. This Royalty will not be paid for any Credit Card Account which, after opening, converts to an Alumni Reward Credit Card Account/Student Reward Credit Card Account.

2. \$5.00 (five dollars) for each Alumni Reward Credit Card Account/Student 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 Alumni Reward Credit Card Account/Student Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account/Student Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account/Student Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

C. ROYALTY PAYMENT ARRANGEMENT

During the term of this Agreement, or any extension thereof, all Royalties shall be paid to Association with the exception of Student Credit Card Accounts and Student Rewards Credit Card Accounts which shall be distributed as follows:

Fifty percent (50%) to Association
Fifty percent (50%) to GUASFCU

D. ROYALTY ADVANCES

1. Upon full execution of this Agreement, and upon each annual anniversary of the Effective Date until December 31, 2013, Bank shall pay to Association the sum of four hundred thousand dollars (\$400,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to Association hereunder, and Association 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 (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) Georgetown 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 three (3) 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 or otherwise prevented from conducting at least four (4) e-mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (vi) 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; and
2. Twenty-five thousand dollars (\$25,000) of each Advance is to be used for enhancements to the Program that are mutually agreed upon by Association and Bank.
3. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to Association in prior years, and pays Association Royalties accrued by Association 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.

E. ROYALTY GUARANTEE

Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million eight hundred thousand dollars (\$2,800,000.00) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Association has not accrued \$2,800,000.00 in Royalties, Bank will pay Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Association 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 D.1., above.

F. ADDITIONAL PAYMENTS TO ASSOCIATION

In each calendar year, during the term of this agreement, from 2006 until 2013, Bank shall pay Association fifty thousand dollars (\$50,000.00) if during such year Bank approves one thousand eight hundred (1,800) new credit card accounts pursuant to the Program. Payments made pursuant to this Section F shall not be applied toward the Guarantee Amount set forth in Section E, above.

FIA CARD SERVICES™

July 22, 2010

Mr. William Reynolds
Georgetown University Alumni Association
3604 O Street, NW
Washington, DC

FIA Card Services. GA9-080-02-02
210 Town Park Drive
P.O. Box 4899
Kennesaw, Georgia 30144

800.446.7048
Fax: 678.797.7575

RE: Amendment and Extension of Agreement

Dear Mr. Reynolds:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and Georgetown University Alumni Association ("Association") would like to extend the current term of the Deposit Program Agreement dated September 27, 2007 (as it may have been amended) wherein Bank provides financial services products to customers of Association (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement or Agreement extension and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to October 31, 2010, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

This letter 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, but not limited to, Bank's notice of non-renewal of the Agreement dated as of January 29, 2010. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter 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 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 L. Parsons, Jr.
Senior Vice President
Fax #:

Accepted and agreed:

FIA CARD SERVICES, N.A.

By: 

Name: Michael L. Parsons Jr.

Title: SVP

GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION

By: W. M. Reynolds

Name: W. M. Reynolds

Title: Executive Director

**ADDENDUM TO THE
GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION
DEPOSIT PROGRAM AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of November, 2010, (the "Addendum Effective Date"), by and between GEORGETOWN UNIVERSITY ALUMNI ASSOCIATION ("ASSOCIATION") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ASSOCIATION and Bank are parties to that certain Deposit Program Agreement entered into as of September 27, 2007, as the same may have been amended (the "Deposit Agreement") wherein Bank provides certain Deposit Service Products to persons included in lists provided to Bank by or on behalf of ASSOCIATION; and,

WHEREAS, ASSOCIATION and Bank are parties to that certain Amended and Restated Agreement last dated May 12, 1994, as the same has been amended (the "Affinity Agreement") wherein Bank provides certain Financial Services to persons included in lists provided to Bank by or on behalf of ASSOCIATION; and,

WHEREAS, ASSOCIATION and Bank mutually desire to amend the Deposit Agreement as contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and Deposit Agreements contained herein, ASSOCIATION 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 Deposit Agreement.
2. Section 1 of the Deposit Agreement is hereby amended to include the following definitions:

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

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

accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

“Deposit Account” means a consumer deposit account opened pursuant to the Program.

3. Effective November 1, 2010, Section 5 of the Deposit Agreement is hereby amended by deleting the second paragraph and replacing with the following two new paragraphs:

“All Royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to ASSOCIATION, be applied against any Advance(s) and/or Guarantee Amount that ASSOCIATION receives or may receive under the Affinity Agreement until such time as all Advance(s) are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to ASSOCIATION in accordance with the terms set forth in this Section 5 and Schedule A of the Deposit Agreement.

If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify ASSOCIATION in writing of Bank’s desire to renegotiate the deposits Royalties and any other financial terms in this Addendum to address the Impact. If, within thirty (30) business days after ASSOCIATION’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 deem this Addendum void and of no further force or effect, without penalty or liability to ASSOCIATION, upon ninety (90) days advance written notice.”

4. Section 9 of the Deposit Agreement is hereby deleted in its entirety and replaced with the following new Section 9:

“(9) The term of the Deposit Agreement shall end on December 31, 2012. This Deposit Agreement will automatically extend at the end of the term or any renewal term for successive two-year periods, unless, (i) the Affinity Agreement terminates for any reason; or (ii) either party gives written notice of its intention not to renew the Deposit Agreement at least ninety (90) days and not more than one hundred and eighty (180) days prior to the end of the then current term or renewal term, as applicable.”

5. Section 11(f) of the Deposit Agreement is hereby deleted in its entirety and replaced with the following new Section 11(f):

“(f) In the event that Applicable Law has or will have a material adverse effect on Bank’s deposits business (as determined in Bank’s sole discretion) (“Event”), Bank may notify ASSOCIATION in writing of Bank’s desire to renegotiate the terms of this Addendum to address the Event. If, within thirty (30) business days after ASSOCIATION’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 deem this Addendum void and of no

further force or effect, without penalty or liability to ASSOCIATION, upon ninety (90) days advance written notice. “

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

“(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821”

7. Section 11(d) of the Deposit Agreement is hereby deleted in its entirety and replaced with the following new Section 11(d):

“(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 ASSOCIATION or any ASSOCIATION 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 ASSOCIATION Trademarks in connection with Deposit Accounts opened during such ninety (90) day period; and (iii) remove ASSOCIATION Trademarks from Program collateral and account materials, such as statements, welcome packages, and debit card carriers. ASSOCIATION shall not attempt to cause the removal of ASSOCIATION Trademarks from any person’s 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 ASSOCIATION Trademarks on such debit devices, checks and records until their normally scheduled reissue date or exhaustion.”

8. Effective November 1, 2010, Schedule A of the Deposit Agreement is hereby deleted in its entirety and replaced with a new Schedule A as set forth on Attachment #1, attached hereto and made a part hereof.

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

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Deposit

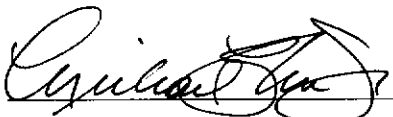
Agreement, as amended by this Addendum, contains the entire Deposit Agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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.

GEORGETOWN UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: W. G. Reynolds

By: 

Name: W. G. Reynolds

Name: MICHAEL L. PARSONS JR

Title: Executive Director

Title: SVP

Attachment #1

SCHEDULE A

ROYALTY ARRANGEMENT

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

- A. \$1.00 (one dollar) for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date.
- B. 0.10% (ten one-hundredths of one percent) of Debit Net New Purchases (as defined in the Definitions Section).