

MEMORANDUM OF AGREEMENT

This Agreement is by and between Government Employees Insurance Company ("GEICO"), a Maryland corporation having its offices located at 5260 Western Ave, Chevy Chase, Maryland 20815, and the Delta Delta Delta Fraternity ("DDD"), having its offices located at 2331 Brookhollow Plaza Drive, Arlington, Texas 76006.

WHEREAS, one of the objectives of DDD Fraternity is to license various vendors who market benefits to its members; and

WHEREAS, GEICO is in the business of providing insurance products, including its preferred automobile insurance program that includes insurance rate discounts in most states for members of select organizations, (collectively the "Insurance Program") and would like to provide the Insurance Program to the members of DDD Fraternity; and

Whereas, DDD Fraternity is willing to provide GEICO with a limited license of its trademarks ("Trademarks") for the purpose of GEICO marketing the Insurance Program to DDD Fraternity's members; and

WHEREAS, DDD Fraternity is willing to allow GEICO to make the Insurance Program available to the members of DDD Fraternity;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound thereby, the parties hereby agree as follows:

1. DDD Fraternity agrees to allow GEICO to make the Insurance Program available to the members of DDD Fraternity subject to the terms and conditions set forth in this Agreement. DDD Fraternity shall not authorize any other insurer during the term of this Agreement to offer auto insurance products solicited by GEICO to DDD Fraternity members under the Insurance Program.

2. GEICO agrees not to use DDD Fraternity's mail list to solicit DDD Fraternity's members for the purchase of other products and services without the prior written approval of DDD Fraternity. DDD Fraternity members who are existing GEICO policyholders, or who contact GEICO or an affiliated company on their own initiative, may be offered other lines of insurance. The parties recognize that any names and addresses of DDD Fraternity members that appear on other mailing lists purchased by GEICO may be offered GEICO products and services that are marketed or offered generically without use of DDD Fraternity Trademarks and no compensation is due under this Agreement for such products and services.

3. This Agreement shall be effective April 1st, 2009 and remain in effect for five (5) years. This Agreement will remain in full force and effective thereafter for additional one (1) year periods unless either party gives 90 days written notice to the other party of its intention to terminate the Agreement at the end of the initial five (5) year period or any additional one (1) year period.

4. GEICO agrees to promote the Insurance Program through the following methods:

a. GEICO may conduct at least one general mailing each twelve (12) months of this Agreement to all of DDD Fraternity's alumni members except: members residing where GEICO is not licensed to write automobile insurance; other states deemed necessary by GEICO; members having foreign addresses or APO or FPO addresses; members who are current GEICO policyholders; members rejected in the last twelve (12) months for insurance by GEICO, or members who have requested not to receive such mailings.

The expenses of these general mailings, including supplies, printing, handling and postage, shall be the sole responsibility of GEICO. DDD Fraternity will provide GEICO with a computer tape, disk, or electronic file of the names and addresses of all members to receive each general mailing, not to exceed one name per household. GEICO will keep the computer tape, disk, or electronic file secure, and will not disclose, transfer, release, or use the information contained on the computer tape, disk, or electronic file in any way, or permit any agent, contractor, or third party to do so, except for the purpose of mailing to DDD Fraternity's members, verifying eligibility for GEICO's Sponsored Marketing discount, or otherwise performing its obligations under this Agreement or with DDD Fraternity's consent.

b. GEICO will pay DDD Fraternity as a licensing fee for the use of the Trademarks the following amounts for each policy inquiry from a DDD Fraternity member during the term of this agreement.

Insurance product	Inquiry fee
Automobile	\$5 for year 1-2 and \$6 for years 3-5

An “inquiry” shall be interpreted as a completed policy rate quotation by phone, mail, or Internet. This inquiry licensing fee payment shall be made by GEICO within forty-five (45) days of the end of the calendar quarter in which the inquiry is received. This fee schedule shall be in effect during the term of this Agreement as set forth in paragraph 3.

c. During the term of this agreement, GEICO agrees to promote the Insurance Program by paying DDD Fraternity an upfront annual licensing fee of \$9,000 for years 1-2 and \$10,000 for years 3-5 and any renewal period, for use of DDD Fraternity Trademarks in conjunction with GEICO marketing activities as agreed upon in the Agreement. The initial upfront annual payment shall be made to DDD Fraternity within forty-five (45) days of the date of this Agreement. Each subsequent annual fee shall be paid to DDD Fraternity within thirty (30) days after receipt of an invoice from DDD Fraternity which shall be sent no sooner than the anniversary date of this Agreement.

DDD Fraternity agrees to use its best efforts to educate members about the Insurance Program.

5. GEICO agrees to assume the entire cost of underwriting, premium billing and collection, computer facilities, policy processing, service requests and claims handling relating to the policies issued by GEICO. All such activities shall be the exclusive responsibility of GEICO. Ownership of the insurance records is vested in GEICO (although DDD Fraternity shall have access to certain information contained therein as provided in Paragraph 7 below).

6. No mailings or advertising to DDD Fraternity members as provided for herein shall be conducted by GEICO without the prior approval of DDD Fraternity. The substance and contents of all mailings, advertising, and other promotional materials aimed at DDD Fraternity members must be approved by DDD Fraternity prior to any distribution thereof. Neither party shall use the names or trademarks of the other party or of any affiliated corporation in connection with any solicitation hereunder or in any other manner, without the prior consent of the other party.

7. GEICO will periodically review the Insurance Program with DDD Fraternity and provide any program statistics and information that may be reasonably requested by DDD Fraternity, including statistics on each general mailing; statistics on other specific promotional or marketing activities; and such other relevant information on DDD Fraternity members' inquiries, questions and concerns as DDD Fraternity may reasonably request. The foregoing statistics and information will be provided to DDD Fraternity in periodic status reports as the parties may agree. Because GEICO is subject to privacy requirements pertaining to financial institutions, no individually identifiable information about any members or their transactions with GEICO will be provided to DDD Fraternity.

8. GEICO agrees to indemnify and hold DDD Fraternity and its directors, officers, agents, employees and volunteers harmless from and against any and all claims or causes of action in any way resulting from the Insurance Program, including any costs, reasonable attorney fees, losses, damages, or liability associated therewith, except to the extent caused by the acts, errors or omissions of DDD Fraternity.

9. Either party may terminate this Agreement in the event that the other party shall neglect or fail to perform its duties or observe any of the conditions, provisions, terms and covenants contained in this Agreement, and such neglect or failure shall continue uncured for a period of thirty (30) days after written notice from the other party of such neglect or failure; however, such thirty (30) day period shall be extended for ten (10) days in the case of a good faith dispute involving claims for services or payment, so as to give the disputing party a reasonable opportunity to resolve such claims. Should GEICO materially breach and fail to cure any provision of this Agreement, it shall be required to pay any reasonable attorneys' fees, as well as litigation or other expenses resulting there from incurred by DDD Fraternity.

10. The terms of this Agreement and any other information concerning the parties' respective business, operations and marketing of which the other party hereto may be or may become aware and which is not otherwise public, is confidential and proprietary information of the disclosing party. The parties hereto shall be permitted to disclose such information to their accountants, legal, financial and marketing advisors, provided that said persons agree to treat the information as confidential and proprietary information of the disclosing party, and as required

by law or by any governmental regulatory authority. This information may not otherwise be disclosed without the prior written approval of the disclosing party.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, except for its conflicts of laws principles. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

12. All notices required by this Agreement shall be delivered in person, sent by certified mail with return receipt requested, or by a national overnight delivery service. Each such notice shall be directed to the Executive Vice President for DDD Fraternity and to the Director of Partnership Marketing for GEICO at the addresses indicated above. Any such notice shall be deemed received on the date it is delivered to DDD Fraternity or GEICO, if delivered in person, on the date the return receipt is signed, if sent by certified mail, or on the next business day, if sent by a national overnight delivery service.

13. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements with respect to the transactions set forth herein and no representation or statement not expressly contained in this Agreement shall be binding on either

party. This Agreement shall not be amended or modified in any manner except by an instrument signed by the authorized representatives of each party. This Agreement shall inure to the benefit of and be binding upon each party and its successors and assigns, including without limitation any entity which may acquire all or substantially all of a party's assets or into which a party may be consolidated or merged. This Agreement may not be assigned by a party without the written consent of the other party hereto.

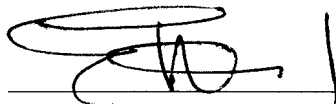
IN WITNESS WHEREOF, the parties, through their authorized representatives, have signed and executed this Agreement on the date(s) indicated below.

GOVERNMENT EMPLOYEES
INSURANCE COMPANY

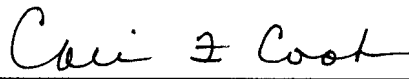
Signature: _____

Title: _____

Date: _____


J. A. M. K. T. C.
3/31/09

DELTA DELTA DELTA FRATERNITY


Executive Director
3/9/09