

**AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of July, 2001 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and Georgia Southern University Foundation, Inc., having its principal place of business in Statesboro, Georgia ("GSUF") for themselves, and their respective successors and assigns.

WHEREAS, GSUF and MBNA America are parties to an affinity agreement dated August 19, 1996 (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of GSUF; and

WHEREAS, GSUF and MBNA America mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C and Attachment #1.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program. "Student Customer" means a Customer who is identified by GSUF or the Customer as an undergraduate or graduate student of the University. "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs and charge card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby GSUF conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which GSUF complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available,

telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(h) "Member" means (1) a student member of the University (each, a "Student Member"); and (2) alumni, faculty, staff, parents of Student Members, University's season ticket holders to any athletic team season, donors and contributors to the University, supporters and/or other potential participants mutually agreed to by GSUF and MBNA America (each, a "Non-Student Member").

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

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

(k) "Secondary Financial Service Products" means debit card programs, installment loan programs, revolving loan programs, deposit programs and travel and entertainment card programs.

(l) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by GSUF during the term of this Agreement, including but not limited to any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University.

(m) "University" means Georgia Southern University and any office or department of, or affiliated or associated with, the Georgia Southern University, including but not limited to the athletic department, the Georgia Southern University Alumni Association and the office of student affairs of the Georgia Southern University.

2. RIGHTS AND RESPONSIBILITIES OF GSUF

(a) GSUF agrees that during the term of this Agreement it will endorse the Program exclusively and that GSUF shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. GSUF further agrees that it shall use its best efforts to prevent the University from: directly or indirectly: (i) sponsoring, advertizing, aiding, developing, marketing, soliciting proposals for programs offering, or discussing with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) licensing or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and

(iii) selling, renting or otherwise making available or allowing others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, GSUF may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by GSUF of said financial institution or the advertised Financial Service Product. MBNA America acknowledges and agrees that GSUF exercises no editorial control over, nor any control over advertising placed in, any publication of any other entity, including without limitation publications of the University, the University's Student Media, and Southern Boosters, Inc.

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

(c) GSUF authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.

(d) GSUF shall have the right of prior approval of all Program advertising and solicitation materials (including envelopes) to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. Provided, however, that GSUF shall have a maximum of ten (10) days (or, if due to an emergency, twenty four (24) hours) of MBNA America's request to approve or reject such materials, and further provided that GSUF shall exercise reasonable judgment to ensure that such materials (i) are compatible with the image GSUF wishes to protect to its current and potential donors; (ii) are within the guidelines set forth in the Georgia Southern University Identification Standards Manual; and (iii) state or imply an endorsement of the Program by GSUF not the University. MBNA America agree not to use any Program advertising or solicitation materials, which contain a Trademark in any marketing campaign that have not been approved by GSUF prior to such use.

(e) GSUF shall provide to MBNA America reasonable advance written notice of any change in the Trademarks. MBNA America may continue to use its existing stock of take-one and direct promotion applications, marketing and promotional materials and plastics bearing the old card design until it has exhausted its supply, provided such supply is exhausted no later than six (6) months after the time such written notice is received by MBNA America.

(f) Upon the request of MBNA America, GSUF shall provide MBNA America with the Mailing Lists free of any charge; provided, however, that GSUF shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that GSUF not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by GSUF or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due GSUF. GSUF shall provide the initial Mailing List, containing at least thirty five thousand (35,000) non-duplicate names (of persons at least eighteen years of age) with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after GSUF's execution of this Agreement.

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

(h) GSUF hereby grants MBNA America and its affiliates a limited license to use the Trademarks depicted on Attachment #1, solely in conjunction with the Program, including the promotion thereof. Attachment #1 shall be deemed automatically amended without further action of the parties to include any additional Trademark which GSUF approves for use by MBNA America in connection with the Program, and any intellectual property developed as a successor or replacement of, or as a modification to, any Trademark. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. GSUF shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after GSUF's execution of this Agreement. Nothing stated in this Agreement prohibits GSUF from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(i) GSUF agrees to provide MBNA America with sufficient information, material and reasonable assistance so as to enable MBNA America to successfully market the Program. GSUF shall, and shall cause the University to, provide MBNA America with two (2) annual direct mail campaigns to the full updated Mailing List and two (2) annual telemarketing campaigns to the full updated Mailing List (each such opportunity or item, an "Element") free of charge during each consecutive twelve month period of this Agreement. The parties agree that each obligation to provide each Element of each Annual Marketing Plan by GSUF is a material obligation of GSUF to MBNA America:

(j) Upon mutual agreement, GSUF may shall permit MBNA America to prominently advertise the Program on mutually agreed upon locations within the internet sites of GSUF and the Georgia Southern University Alumni Association. ~~When such internet sites are agreed upon,~~ MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle GSUF to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. GSUF shall modify or remove such advertisements within three (3) business days ~~seventy-two (72) hours~~ of MBNA America's request.

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3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program, subject to the terms of Section 2(d) of this Agreement. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of GSUF.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of GSUF.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of GSUF. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by GSUF.

4. REPRESENTATIONS AND WARRANTIES

- (a) GSUF and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

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

5. ROYALTIES

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

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

6. CROSS INDEMNIFICATION

GSUF and MBNA America 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 GSUF or MBNA America, respectively as the case may be, or its directors, officers or employees. GSUF will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

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

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or

entity, except as permitted under this Agreement or as mutually agreed in writing or as required under the Georgia Open Records Act. The Administration of Georgia Southern University shall determine what disclosures are required under the Georgia Open Records Act, and such determination shall be binding on the parties hereto, provided, however, that GSUF immediately notifies MBNA America of the existence, terms and circumstances surrounding such request to enable MBNA America to seek a protective order. MBNA America and GSUF shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

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

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

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

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

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

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

(f) For a one (1) year period following the termination of this Agreement for any reason, GSUF agrees that it shall not, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, GSUF may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the GSUF provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

12. GROUP INCENTIVE PROGRAM

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

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

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

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

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

13. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 6, 8, 11(c), 11(d) and 11(f) shall survive any termination of this Agreement.

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

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

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

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

(1) If to GSUF:

GEORGIA SOUTHERN UNIVERSITY FOUNDATION, INC.
P.O. Box 8040
Statesboro, Georgia 30460-8053

ATTENTION: Dr. James M. Britt,
President

Fax #: (912) 486-7692

(2) If to MBNA America:

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

ATTENTION: Division Manager,
Group Administration/Sales

Fax #: ~~(xxx) xxx-xxxx~~ (302) 432-3153

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

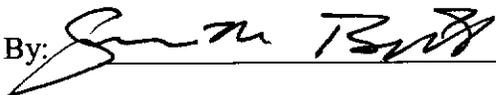
(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than GSUF and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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

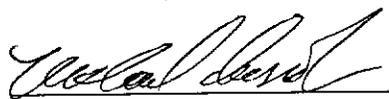
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

GEORGIA SOUTHERN UNIVERSITY
FOUNDATION, INC.

By: 
Name: _____
Title: President, GSUF
Date: 8/13/01

MBNA AMERICA BANK, N.A.

By: 
Name: Michael Durvoh
Title: SEVP
Date: October 3, 2001

SCHEDULE A

TERMS AND FEATURES

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. There is NO annual fee
2. The current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. BUSINESS CREDIT CARD ACCOUNTS

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

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select Customers and/or Members at its own discretion.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 14.99 %.

C. GOLD RESERVE ACCOUNTS

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

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

4. The current annual percentage rate is 14.99%.

D. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 14.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CONSUMER CREDIT CARD ACCOUNTS

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

B. GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance within the first ninety (90) consecutive days of the GIP Account's opening which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty but shall qualify for the Royalty described in Section A. 2 through A.4 above.

C. BUSINESS CREDIT CARD ACCOUNTS

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

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

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

F. DEPOSIT ACCOUNTS

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

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

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

G. ACCOUNT BONUS

Within forty-five days of [~~August 31st~~/December 31st] of each year, MBNA America will pay one of the amounts listed below dependent on the number of new Credit Card Accounts opened during such Contract Year. “Contract Year” means a twelve (12) month period during the term of this Agreement that begins on September 1st and ends on August 31st of the following year.

<u>Number of new Credit Card Accounts Opened During the Contract Year</u>	<u>Payment</u>
2,500	\$5,000.00
3,000	\$10,000.00
3,500	\$15,000.00

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

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

G. **ACCOUNT BONUS**

[Signature]
Within forty five days of [August 31st / December 31st] of each year, MBNA America will pay one of the amounts listed below dependent on the number of new Credit Card Accounts opened during such Contract Year. "Contract Year" means a twelve (12) month period during the term of this Agreement that begins on September 1st and ends on August 31st of the following year. *[Signature]*

<u>Number of new Credit Card Accounts Opened During the Contract Year</u>	<u>Payment</u>
2,500	\$5,000.00
3,000	\$10,000.00
3,500	\$15,000.00

ATTACHMENT #1

[ATTACH TRADEMARKS TO BE USED UNDER THIS AGREEMENT]

**REWARDS ADDENDUM
TO THE GEORGIA SOUTHERN UNIVERSITY FOUNDATION, INC. AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 3rd day of June, 2003, by and between **Georgia Southern University Foundation, Inc.** ("GSUF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns. guz

WHEREAS, GSUF 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 GSUF; and

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

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

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

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.

3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which GSUF complies with the GIP provisions of the Agreement.

4. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by GSUF under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

5. GSUF 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 GSUF's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

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

7. Except as amended 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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

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

**GEORGIA SOUTHERN UNIVERSITY
FOUNDATION, INC.**

MBNA AMERICA BANK, N.A.

By: William I. Geffis

By: [Signature]

Name: William I. Geffis

Name: Hal Erskine

Title: President

Title: SEVP

Date: 6/3/03

Date: 6/16/03

Attachment #1

I. Reward Enhancement Brief Product Description

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

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

II. Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each new 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. \$1.00 (one dollar) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. \$30.00 (thirty dollars) for each Alumni Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise

disputed. Such Alumni Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 12 day of December, 2006 (the "Addendum Effective Date") by and between Georgia Southern University Foundation, Inc., ("GSUF"), and FIA Card Services, N.A., formerly known as MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, GSUF and Bank are parties to an Amended and Restated Affinity Agreement dated as of July 1, 2001, as the same was amended by an addendum dated June 3, 2003 (the "Reward Addendum") and a letter agreement dated August 30, 2006 (the "Letter Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of GSUF. (The Amended and Restated Affinity Agreement together with the Reward Addendum and the Letter Agreement referred to hereinafter as the "Agreement"); and

WHEREAS, GSUF 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, GSUF 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 a maximum of two 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, including but not limited to the related terms contained in the Letter Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement:
 - "CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.
 - "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - "MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

4. Subsection (d) of Section 1 is hereby deleted in its entirety and replaced with a new subsection (d) as follows:

(d) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, and travel and entertainment card program. Notwithstanding the foregoing, the term "Financial Service Product" shall not include the Eaglexpress stored value card program offered to students and employees of the University, the University's student loan consolidation program (currently Nelnet), or any student financial aid bridge loan program developed by or in collaboration with the University solely for the purpose of providing student financial aid to matriculated students of the University, provided that neither the student loan consolidation program nor any student financial aid bridge loan program may include any credit card, charge card, debit card, travel and entertainment card or loyalty reward terms or features.

5. Section 2 of the Agreement is hereby amended by adding the following sentence at the end of subsection (a):

The foregoing limitations that prohibit GSUF from soliciting proposals for programs offering or discussing with any organization (other than Bank) the providing of any Financial Service Products of any organization other than Bank, and that further require GSUF to use its best efforts to prevent the University from doing the same, shall not apply during the last four months of this Agreement.

6. The reference to "GSIF" in Subsection (i) of Section 2 of the Agreement shall be read as if it said "GSUF."

7. Subsection (f)(1) of Section 13 of the Agreement is hereby amended as follows: the words "ATTENTION: Dr. James M. Britt, President" are hereby deleted and replaced with "ATTENTION: Mr. William I. Griffis, President." Subsection (f)(2) of Section 13 of the Agreement is hereby amended as follows: the words "Fax #: (xxx) xxx-xxxx" are hereby deleted and replaced with "Fax #: (302) 432-3153."

8. Effective January 1, 2007, Schedule B of the Agreement and Attachment #1 of the Reward Addendum are hereby deleted in their entireties and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and made a part hereof.

9. 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.

[SIGNATURE PAGE FOLLOWS]

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

**GEORGIA SOUTHERN UNIVERSITY
FOUNDATION, INC.**

By: William I. Griffis

Name: William I. Griffis

Title: President & Chief Executive Officer

Date: 12/19/06

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

By: Jake Frego

Name: Jake Frego

Title: SVP

Date: 1/3/07

ATTACHMENT #1
Schedule B

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

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$30.00 (thirty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are

cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. DEPOSIT ACCOUNTS

1. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.
2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

F. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the 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 a Reward Credit Card Account or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. ROYALTY ADVANCES

1. Within 45 days of full execution of this Addendum, and within 45 days of each January 1st during the term of this Agreement from January 1, 2008 through January 1, 2013, Bank shall pay to GSUF the sum of one hundred thousand dollars (\$100,000) (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 GSUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to GSUF as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to GSUF hereunder, and (y) GSUF 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 December 31, 2013;
- (ii) GSUF materially breaches any of its obligations under this Agreement; provided, however, that any alleged material breach shall not constitute a material breach for purposes of this provision unless GSUF fails to reasonably correct or remedy the alleged material breach within 30 calendar days after having received written notice of the alleged material breach from Bank;
- (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at four major events (such as the Career Fairs, Business Expo, and Graduation Gala) during each consecutive twelve-month period during the term of the Agreement; or

(vi) University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than Bank.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to GSUF in prior years, and pays GSUF Royalties accrued by GSUF 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.

H. ROYALTY GUARANTEE

GSUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred thousand dollars (\$700,000) (the "Guarantee Amount") from January 1, 2007 through and including December 31, 2013, subject to the provisions set forth below. If as of December 31, 2013, GSUF has not accrued \$700,000 in Royalties, Bank will pay GSUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by GSUF from January 1, 2007 through December 31, 2013 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 G.1., above.