

**UNIVERSITY OF GEORGIA FOUNDATION  
AMENDED AND RESTATED  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 30 day of June, 1999 (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 the UNIVERSITY OF GEORGIA FOUNDATION, a non-profit Georgia corporation having its principal place of business in Athens, Georgia ("UGF") for themselves, and their respective successors and assigns.

WHEREAS, UGF and MBNA America are parties to an affinity agreement last dated July 7, 1994, as the same may have been amended (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 UGF;

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UGF and MBNA America agree that the Original Agreement is hereby amended in its entirety and replaced with the following:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Amended and Restated Agreement, together with any schedules and exhibits attached hereto, as amended from time to time.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs.
- (e) "Fiscal Year" means each twelve calendar month period, during the term of this Agreement, from July 1 through June 30.
- (f) "Group Incentive Program" or "GIP" means any marketing or other program whereby UGF conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (g) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which UGF complies with the GIP provisions of this Agreement.

(h) "Licensed Lists" means updated and current lists and/or magnetic tapes (in an industry-standard 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.

(i) "Licensed Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UGF during the term of this Agreement; provided, however, that UGF shall have the right to modify or change its Licensed Trademarks from time to time, or to limit the use of any particular Licensed Trademark following reasonable written notice to MBNA America; provided, further, that MBNA America shall not be obligated to recall or reissue cards bearing outdated Licensed Trademarks unless the parties otherwise agree.

(j) "Member" means alumni, parents, donors, and friends of the University of Georgia, season ticket holders at University of Georgia athletic events and other non-student members of UGF ("Non-Student Members"), students of the University of Georgia ("Student Members"), plus other participants designated as either Student Members or Non-Student Members as mutually agreed to by UGF and MBNA America.

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

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

## 2. RIGHTS AND RESPONSIBILITIES OF UGF

(a) UGF agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, market, or solicit proposals for programs offering the providing of, any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Licensed Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, UGF may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UGF of said financial institution or Financial Service Product.

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

(c) Subject to the other provisions of this Agreement (including Section 3(e)), UGF authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements, telephone and other methods as mutually agreed to UGF and MBNA America for participation in the Program.

(d) UGF shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UGF's Licensed Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, UGF shall provide MBNA America with Licensed Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by UGF or its agents for an initial Licensed List or an update to that list, MBNA America may deduct such costs from Royalties due UGF. The initial Licensed List shall contain at least 180,000 names with corresponding postal addresses and, when available, telephone numbers.

(f) UGF 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 UGF. Notwithstanding the above, UGF 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 UGF. Any correspondence received by UGF that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) UGF hereby grants MBNA America and its affiliates a limited, exclusive license to use the Licensed 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 Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits UGF from (i) granting to other persons a license to use the Licensed Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products or (ii) granting to other providers of Financial Services Products (A) a right to conduct solicitations to students or on campus as to Financial Service Products not being offered at the time by MBNA America as part of the Program, (B) a right to advertise in UGA publications or place advertising on UGA facilities and (C) rights under naming rights agreements with respect to events, facilities, buildings and other similar matters.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of UGF.

(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 UGF.

(e) MBNA America shall use the Licensed Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Licensed Lists to use them for any other purpose. MBNA America may conduct not more than four (4) Program telemarketing campaigns each calendar year. MBNA America shall have the sole right to designate Members on these Licensed Lists to whom promotional material will not be sent. These Licensed Lists are and shall remain the sole property of UGF. 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 UGF.

(f) MBNA may conduct on-campus promotion campus (e.g., tabling and postering) from time to time. MBNA shall abide by any applicable rules and regulations (of which it receives prior notice in writing) regarding such activities.

#### 4. REPRESENTATIONS AND WARRANTIES

(a) UGF 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) UGF 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 Licensed Trademarks to MBNA America for use as contemplated by this Agreement. UGF will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Licensed Trademark license granted herein or from MBNA America's use of the Licensed Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Licensed Trademarks. UGF shall be entitled to control the defense of any such action, including any settlement or compromise thereof, in its sole discretion.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UGF. 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 UGF 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. 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. If MBNA wishes to provide any Financial Services Products as part of the Program for which no royalties are specified in Schedule A, MBNA shall not commence to provide such new Financial Services Products until Schedule A has been amended to provide for royalties related to such Financial Services Products.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, the Licensed Lists, and any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and UGF shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UGF, 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 UGF becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Licensed Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Licensed Trademarks or to the Licensed 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 communicated by UGF to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Upon termination of this Agreement, UGF shall not attempt to cause the removal of UGF's identification or Licensed Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UGF pursuant to any GIP. In that regard, UGF shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UGF 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 UGF 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 UGF pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content 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 UGF pursuant to any GIP shall be deducted from any or all Royalty payments due UGF under this Agreement.

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

## 12. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), and 10(d) 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 University of Georgia Foundation:

University of Georgia Foundation  
824 South Milledge Ave.  
Athens, GA 30602

ATTENTION: Ms. Kathryn Costello,  
Senior Vice President for External Affairs

(2) If to MBNA America:

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

ATTENTION: Division Manager,  
Group Administration/Sales

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 UGF 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 UGF 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, 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.

**THE UNIVERSITY OF  
GEORGIA FOUNDATION**

**MBNA AMERICA BANK, N.A.**

By: *cf Allan W Barber*

Name: ALLAN W. BARBER

Title: FISCAL AGENT

Date: JUNE 30, 1999

By: *William P Morrison*

Name: WILLIAM P. MORRISON

Title: SEVP

Date: 7/23/99

## 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. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate will be a variable rate of prime plus 7.4% for *Platinum Plus* accounts for Non-Student Members. The annual percentage rate will be a variable rate of prime plus 7.9% for Gold and Preferred accounts for Non-Student Members. The current annual percentage rate for Student Members will be a variable rate of prime plus 9.9%. For variable accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

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

1. There is 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 16.9%.

#### C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>SM</sup> (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 15.9%.

D. BUSINESS CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business credit card account (*Preferred* and *Platinum Plus for Business*) opened by a UGF Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) 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. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product names (*Preferred* and *Platinum Plus for Business*), in its sole discretion, from time to time.

1. The current annual fee for each business card issued to an individual or business entity (other than UGF) pursuant to the BusinessCard program ("Customer"):

*Preferred:* \$25.00 per card.  
*Platinum Plus for Business:* \$0.00 per card.

2. The current Annual Percentage Rate for each business card issued to an individual or business entity (other than UGF) is: (i) for *Preferred*, a fixed rate of 17.9%; (ii) for *Platinum Plus for Business*, a fixed rate of 15.9%.
3. The current annual percentage rate for BusinessCard Credit Card Accounts issued to UGF and its employees for their UGF business use (each, an "Employee BusinessCard Account") is: (i) for *Preferred*, a fixed rate of 17.9%; (ii) for *Platinum Plus for Business*, a fixed rate of 15.9%.
4. Subject to UGF and MBNA America establishing a BusinessCard Credit Card Account relationship, any Employee BusinessCards that may be issued directly to UGF for its business use by UGF employees will be priced as follows:

*Preferred:* \$25.00 per card.  
*Platinum Plus for Business:* \$0.00 per card.

## SCHEDULE B

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened by a Non-Student Member which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each new Credit Card Account opened by a Student Member which remains open for at least ninety (90) consecutive days.
3. \$1.00 (one dollar) for each Non-Student Member 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 Non-Student Member Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. \$1.00 (one dollar) for each Student Member 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 Student Member Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
5. 0.50% (one half of one percent) for each retail purchase transaction made by a Customer using a Non-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)).
6. 0.50% (one half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Non-Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
7. 0.40% (four tenths of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).

**B. GIP ACCOUNTS**

1. \$15.00 (fifteen dollars) for each *Platinum Plus* or Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 (ten dollars) for each Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**C. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

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

**D. 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.

**E. 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. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) 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.

F. ROYALTY ADVANCE

1. Within 30 days after full execution of this Agreement by the parties, MBNA America shall pay to UGF the difference between two million dollars (\$2,000,000.00) (the "First Advance") minus the two hundred thousand dollars (\$200,000.00) paid by MBNA America to UGF prior to the Effective Date. (Such amount shall be characterized as a "royalty", but not for purposes of Section F.3. of this Schedule B).

2. Subject to the provisions set forth herein, during the initial term of this Agreement, MBNA America shall pay to UGF the following sums of monies (in accordance with the timeframes and amounts set forth herein), as advances against future Royalties (each a "Yearly Advances"):

<u>Date of Yearly Advance Payment</u>	<u>Fiscal Year</u>	<u>Yearly Advance Amount</u>
Within 30 days of full execution of this Agreement by the parties.	Fiscal Year 1999-2000	Seven hundred twenty five thousand dollars (\$725,000.00)
July 1, 2000	Fiscal Year 2000-2001	Eight hundred thirty five thousand dollars (\$835,000.00)
July 1, 2001	Fiscal Year 2001-2002	Nine hundred fifteen thousand dollars (\$915,000.00)
July 1, 2002	Fiscal Year 2002-2003	Nine hundred eighty five thousand dollars (\$985,000.00)
July 1, 2003	Fiscal Year 2003-2004	One million fifty thousand dollars (\$1,050,000.00)
July 1, 2004	Fiscal Year 2004-2005	One million one hundred thousand dollars (\$1,100,000.00)
July 1, 2005	Fiscal Year 2005-2006	One million one hundred ninety thousand dollars (\$1,340,000.00)

All Royalties accrued shall, in lieu of direct payment to UGF, be applied against the Yearly Advances until such time as all of the Yearly Advances paid to UGF, have been fully recouped. Any Royalties accrued over and above all of the previously paid out Yearly Advances, shall be paid to UGF approximately 45 days after the end of the last calendar quarter of the respective Fiscal Year in which such Royalties were earned.

3. Notwithstanding the above, once UGF has been paid six million nine hundred and fifty thousand dollars (\$6,950,000.00) in Yearly Advances and Royalty compensation, no further Yearly Advances shall be paid to UGF, and any Royalties earned by UGF shall, in lieu of direct payment to UGF, be applied against the two million dollar First Advance made by MBNA America, until such time as MBNA America has fully recouped the two million dollar First Advance. Once MBNA America has fully recouped the two million dollar First Advance, any Royalties accrued thereafter shall be paid to UGF as set forth in the Agreement.

4. Notwithstanding the above, (i) MBNA America shall no longer be obligated to pay any additional Yearly Advances to UGF hereunder, and (ii) UGF hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the First Advance, the Yearly Advance(s) paid to UGF and the total amount of accrued Royalties credited by MBNA America against all the Yearly Advances and the First Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (1) through (5) below should occur:

- (1) the Agreement is terminated by MBNA pursuant to Section 10(a) prior to the end of the initial term as stated in this Agreement;
- (2) UGF materially breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after MBNA gives UGF written notice of such breach;
- (3) MBNA America is prohibited or otherwise prevented by UGF or by any applicable law, rule, regulation or governmental authority from conducting at least four (4) direct mail campaigns to the full updated Licensed List during each consecutive twelve month period remaining during the term of the Agreement;
- (4) MBNA America is prohibited or otherwise prevented by UGF or by any applicable law, rule, regulation or governmental authority from conducting up to four (4) telemarketing campaigns to the full updated Licensed List during each consecutive twelve month period remaining during the term of the Agreement; and
- (5) MBNA America is prohibited by UGF from conducting, in accordance with the restrictions on such activities provided by this Agreement, on-campus promotion campaigns (e.g., tabling and postering) at major events (including but not limited to, all home football games and the first two weeks of each semester) during each consecutive twelve month period remaining during the term of the Agreement;

#### G. ROYALTY GUARANTEE

UGF shall be guaranteed to accrue Royalties (including without limitation the amount of the First Advance and the Yearly Advances) equal to or greater than eight million nine hundred fifty thousand (\$8,950,000.00) (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 UGF has not accrued \$8,950,000.00 in Royalties, MBNA America will pay UGF an amount equal to the Guarantee Amount minus the sum of all Royalties paid to UGF during the

initial term of this Agreement, the First Advance and all Yearly Advances. 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 in Section F.4, above.

#### H. BUSINESS CARD ACCOUNTS

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts. Compensation shall be calculated as set forth below:

1. Compensation for Preferred:

- a. \$4.00 (four dollars) for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
- b. \$5.00 (five dollars) for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

2. Compensation for Platinum Plus for Business:

Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Cardholders 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).

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Schedule B are exclusive of Employee BusinessCard Accounts, and accounts which do not have active charging privileges.

**PLUS REWARDS ADDENDUM  
TO THE UNIVERSITY OF GEORGIA FOUNDATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 21<sup>st</sup> day of January, 2003, by and between UNIVERSITY OF GEORGIA FOUNDATION ("UGF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UGF 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 UGF; and

WHEREAS, UGF and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of UGF'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, UGF 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 (as hereinafter defined) 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 UGF 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 UGF under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

5. UGF 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 UGF'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, UGF 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 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. 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.

UGF  
By: Tom Landrum  
Name: THOMAS S. LANDRUM  
Title: INTERIM EXECUTIVE DIRECTOR  
Date: \_\_\_\_\_

MBNA AMERICA BANK, N.A.  
By: [Signature]  
Name: Michael Durda  
Title: SEVP  
Date: 1/21/03

## 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. \$0.00 (Zero Dollars) 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 insurance as a benefit under the Program.

### II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay UGF 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 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% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Alumni Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
- D. 0.20% (two tenths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

- E. \$15.00 (fifteen 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.

**ADDENDUM TO THE UNIVERSITY OF GEORGIA FOUNDATION  
AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 21 day of March 2006 by and between The Arch Foundation for the University of Georgia, Inc., a Georgia non-profit corporation, having its principal place of business in Athens, Georgia ("Arch"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, University of Georgia Foundation ("UGF") and MBNA America are parties to an amended and restated affinity agreement dated June 30, 1999, as the same was amended by addendum dated January 21, 2003 (the "Agreement");

WHEREAS, on July 1, 2006 UGF sold, transferred and conveyed to Arch all of UGF's right, title and interest in and to the Agreement and Arch accepted such assignment; and assumed from UGF and agreed to perform, as a direct obligation of Arch, all of the obligations and liabilities of UGF under the Agreement;

WHEREAS, notwithstanding the provisions of the Agreement to the contrary, MBNA America hereby consents to such assignment and assumption. MBNA America's consent to this assignment and assumption shall not be deemed to constitute a waiver of any restriction in the Agreement regarding any other or further assignments; and

WHEREAS, Arch and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Arch 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 June 30, 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. When used in this Addendum, the following terms have the following meaning:
  - (a) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
  - (b) "Business 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 business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
  - (c) "Practice Finance Products" include, but are not limited to, secured and unsecured loans and lines of credit to professionals (e.g., doctors, lawyers and accountants), but does not include Gold Option Accounts or Gold Reserve Accounts.

4. The Agreement is hereby amended by adding the following sentence to the end of Section 2(a): "Notwithstanding anything else in this Agreement to the contrary, the parties understand and agree that The University of Georgia Athletic Association currently endorses mortgage products and checking accounts of certain local banks and that this Agreement does not preclude The University of Georgia Athletic Association from continuing to endorse such mortgage products and checking accounts."

5. Section 10(d) of the Agreement is hereby amended by deleting the last sentence of Section 10(d) and replacing this with the following new sentence: "Upon termination of this Agreement, GAA shall not attempt to cause the removal of GAA'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 or the end of the Recoupment Period (as defined below), whichever is later."

6. Section 10 of the Agreement is hereby amended by adding the following new subsection 10(e):

(e) Notwithstanding anything else in this Section 10, and notwithstanding the provisions of Section 12 below, after termination of the Agreement, MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped the amount of all Advances paid and all Guarantee Amounts ("Recoupment Period")."

7. During the term of the Agreement, Arch will receive the royalties set forth on Attachment #1, attached hereto and incorporated herein by reference, for Business Gold Reserve Accounts, Business Gold Option Accounts and Practice Finance Products. Business Gold Reserve Accounts, Business Gold Option Accounts and Practice Finance Products shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

8. Arch agrees that during the term of this Agreement it will endorse the Program exclusively and that Arch, UGF and the University of Georgia 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.

9. Effective July 1, 2006, Schedule B of the Agreement is amended by deleting Section A.6. in its entirety and Attachment #1 to the addendum dated January 21, 2003 is amended by deleting Section II.D. in its entirety.

10. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form).

11. Section 12(f)(1) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 12(f)(1):

(1) If to Arch:

THE ARCH FOUNDATION FOR THE UNIVERSITY OF GEORGIA, INC.  
394 South Milledge Avenue  
Suite 100  
Athens, GA 30602-5582

ATTENTION: Ms. Cindy Coyle,  
Executive Director

12. ROYALTY ADVANCES

(a) Within forty-five (45) days after each July 1, 2006, July 1, 2007, July 1, 2008, July 1, 2009, July 1, 2010, July 1, 2011, and July 1, 2012, MBNA America shall pay to Arch the sum of One Million Dollars (\$1,000,000) (each, a "Yearly Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Arch, be applied against each of the Yearly Advances until such time as all Yearly Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Arch as set forth in this Agreement. Notwithstanding the foregoing, MBNA America shall no longer be obligated to pay any additional Yearly Advances to Arch hereunder in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

(i) the Agreement is terminated prior to June 30, 2013;

(ii) Arch materially breaches any of its obligations under this Agreement and such breach remains uncured sixty (60) days after MBNA America gives Arch written notice of such breach. MBNA America shall not be obligated to pay any Advance due unless such breach is cured within the aforementioned sixty (60) day time period;

(iii) MBNA America is prohibited or otherwise prevented, for a period of sixty (60) consecutive days, by:

1. Arch, UGF, or the University of Georgia and any office or department of, or affiliated or associated with, the University of Georgia, including but not limited to the athletic association; or
2. any applicable law, rule, regulation or governmental authority

from conducting at least Five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented, for a period of sixty (60) consecutive days, by:

1. Arch, UGF, the University of Georgia and any office or department of, or affiliated or associated with, the University of Georgia, including but not limited to the athletic association; or
2. any applicable law, rule, regulation or governmental authority

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;

(v) MBNA America is prohibited from conducting on-campus promotion campaigns for a period of sixty (60) consecutive days at the University of Georgia (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement, including, but not limited to, seven (7) direct promotion locations for each home football game and three (3) direct promotion locations for each home basketball game (each a "Location"). These Locations will be located in high traffic areas within the athletic facility holding the game or athletic event, or at the entrance to the athletic facility holding the game or athletic event for all University home football games and basketball games (including, but not limited to, exhibition games, pre-season games and regular season games) and other athletic events as mutually agreed; and

(vi) UGF, the University of Georgia and any office or department of, or affiliated or associated with, the University of Georgia, including but not limited to the athletic department and the office of student affairs of the University of Georgia, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

### 13. ROYALTY GUARANTEE

Arch shall be guaranteed to accrue Royalties equal to or greater than One Million Dollars (\$1,000,000) (each a "Guarantee Amount") in each full Contract Year (as hereinafter defined) for a total guarantee of Seven Million Dollars (\$7,000,000), subject to the provisions set forth below. If on June 30th of each of 2007, 2008, 2009, 2010, 2011, 2012, and 2013, Arch has not accrued the Guarantee Amount during that Contract Year, MBNA America will pay Arch an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Arch during the applicable Contract Year and all unrecouped Yearly Advances. If during any given year(s) during the term of this Agreement MBNA America pays Arch Royalties accrued by Arch over and above the Royalties used by MBNA America to recoup such prior Yearly Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Guarantee Amount by the amount of any such Paid Out Royalties and such reduced amount shall constitute the Guarantee Amount for purposes of this Agreement. This right to reduce the Guarantee Amount is in addition to all other rights MBNA America may have. 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 Subsection 9(a) above. "Contract Year" means each consecutive twelve month period beginning on July 1<sup>st</sup> and ending on June 30th of the following year.

14. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Licensed Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for the solicitation of credit card account applications. Arch shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of Arch for such gifts or premiums. Arch agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to Arch's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to Arch.

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

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.

THE ARCH FOUNDATION FOR THE  
UNIVERSITY OF GEORGIA, INC.

By: Cynthia G. Loyle  
Name: Cynthia G. Loyle  
Title: Executive Director  
Date: March 21, 2006

MBNA AMERICA BANK, N.A.

By: MS  
Name: Michelle D. Shepherd  
Title: Group Executive  
Date: 3/27/06

ATTACHMENT #1

A. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 certain Business 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 Business 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.

C. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 certain Business 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 Business 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.

D. PRACTICE FINANCE PRODUCTS

0.25% (twenty-five one-hundredths of one percent) of the initial amount funded under any closed-end Practice Finance Product account resulting from a complete application package that was first submitted to MBNA America by a member of ARCH as a result of marketing conducted pursuant to this Addendum.

Notwithstanding the above, any closed-end Practice Finance Product account whose loan proceeds are used, in whole or in part, to refinance an MBNA America or an MBNA America affiliate loan will not generate compensation.

**DEPOSIT PROGRAM ADDENDUM  
TO THE ARCH FOUNDATION FOR THE UNIVERSITY OF GEORGIA  
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 25 day of July, 2007, by and between THE ARCH FOUNDATION FOR THE UNIVERSITY OF GEORGIA, INC. ("Arch") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Arch and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of June 30, 1999, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of Arch; and,

WHEREAS, Arch and Bank desire to clarify that money market deposit accounts and certificate of deposit accounts are Financial Service Products under the Agreement and part of Arch's Program, and otherwise mutually desire to amend the Agreement to include consumer deposit products, such as checking and savings accounts, checking accounts with debit card access and money market deposit and certificate of deposit individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"); (i) as a Financial Service Product; and (ii) another part of Arch's Program under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including those persons and Licensed Lists provided by Arch under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits, they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard Deposit agreements. Arch will not possess any ownership

interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposits Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

4. Arch agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of Arch's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. In accordance with the terms of the Agreement, the parties understand and agree that The University of Georgia Athletic Association currently endorses mortgage products, checking accounts, and prepaid gift cards of certain local banks. This Agreement does not preclude The University of Georgia Athletic Association from continuing to endorse such mortgage products, checking accounts, and prepaid gift cards, as such endorsed programs are currently structured and delineated as of the Effective Date of this Addendum. Other than the prepaid gift card program noted herein, the parties agree that this Agreement does not authorize The University of Georgia Athletic Association to sponsor, promote, endorse, advertise, or develop any other type of debit cards.
  
5. During the term of the Deposits Program, Arch will receive the royalties set forth below in consideration for Arch's participation in the Deposits Program. The Royalties described in Schedule B, sub-section E "Deposits Accounts" is hereby deleted and replaced by the terms of sub-section (a) and (b) below. Deposit Account royalties will not be paid to Arch on any existing non-endorsed deposit account that is converted to the Deposits Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below or otherwise.
  - (a) 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
  
  - (b) 0.05% (five 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) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also

be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

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.

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Sections 5(c) and 5(d) of this Addendum directly to Arch and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that Arch receives or may receive under the Agreement. In addition, all royalties that accrue pursuant to Sections 5(a) and 5(b) of this Addendum shall, in lieu of direct payment to Arch, be applied against any Advance(s) and/or Guarantee Amount that Arch receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to Arch as set forth in Sections 5(a) and 5(b) of this Addendum.
7. Notwithstanding anything contained in the Agreement to the contrary, Arch acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using Arch's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless Arch consents to Bank's use of the Mailing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end three years thereafter ("Deposits Program Initial Term"). The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for additional one-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled

expiration of the Deposits Program Initial Term or the applicable Deposit Program Renewal Term.

9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and Arch shall not take any action to cause the removal of Arch's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to Arch.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. 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.
11. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the 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.

THE ARCH FOUNDATION FOR  
THE UNIVERSITY OF GEORGIA, INC

FIA CARD SERVICES, N.A.

By: *Cindy Coyle*  
Name: *Cindy Coyle*  
Title: *Executive Director*  
Date: *July 25, 2007*

By: *Jaime D. Fyfe*  
Name: *Jake Frego*  
Title: *SVP*  
Date: *8/10/07*

**AUTO LOAN PRODUCT ADDENDUM  
TO THE ARCH FOUNDATION FOR THE UNIVERSITY  
OF GEORGIA, INC. AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 04 day of December 2008, (the "Addendum Effective Date") by and between The Arch Foundation for the University of Georgia, Inc., ("ARCH") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ARCH and Bank, are parties to an Amended and Restated Affinity Agreement as of June 30, 1999, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of ARCH; and,

WHEREAS, ARCH and Bank mutually desire to amend the Agreement to include "Auto Loan Products", as defined below, as part of the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ARCH 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 Original Agreement.

2. Section 1 of the Agreement is hereby amended to include the following definitions.

"Auto Loan Account" means a direct purchase money installment loan secured by an Auto Loan Product which is opened pursuant to the Program

"Auto Loan Products" means new or used automobile or light truck loans.

3. The parties agree that Auto Loan Products are now part of the Program (as such Auto Loan Products and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Auto Loan Products to some or all of the Members, including without limitation those persons included on the Licensed Lists provided by ARCH under the Agreement. Bank may offer Auto Loan Products through an affiliate, including without limitation, Bank of America, N.A.

4. Notwithstanding anything in the Agreement to the contrary, ARCH hereby grants Bank and its affiliates a limited, exclusive license to use the Licensed Trademarks in conjunction with the Auto Loan Products, including the promotion thereof. Bank's use of the Licensed Trademarks, which shall be at Bank's option, shall be subject to ARCH's review and approval rights set forth in

Section 2 (g) of the Agreement. This license shall be transferred upon assignment of the Agreement. This license shall remain in effect for the duration of this Addendum and shall apply to the Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual.

5. ARCH agrees to exclusively endorse Auto Loan Products; and that neither ARCH, nor any ARCH Affiliate will, by itself or in conjunction with others, directly or indirectly sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products, including Auto Loan Products, of any entity other than Bank. Subject to the foregoing, all of ARCH's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Auto Loan Products.

6. ARCH shall cause the University of Georgia Alumni Association to grant Bank access, at no cost to Bank, to solicit Member for the Auto Loan Products through the University of Georgia Alumni Association's home page and other prominent locations within the internet site(s) of ARCH. During the term of the Agreement, Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for an Auto Loan Product. ARCH will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Auto Loan Product material, ARCH will provide Bank with the ability to access any and all pages within the ARCH internet site(s), including without limitation any "members only" or other restricted access pages.

7. Notwithstanding anything contained in the Agreement to the contrary, ARCH acknowledges and agrees that Bank may market any financial products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Auto Loan Products and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, an Auto Loan Product or Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. During the term of the Auto Loan Products Addendum, Bank will pay ARCH the following Auto Loan Account Royalty: 0.25% (twenty-five basis points) of the amount initially funded for each Auto Loan Account opened pursuant to the Program and which remains open for a least ninety (90) consecutive days. Auto Loan 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 Accounts in the Agreement will not apply to Auto Loan Accounts. Payments will be made approximately forty-five (45) days after the end of each calendar quarter. For the avoidance of doubt, Auto Loan Products shall not be eligible for GIP Royalties pursuant to the Agreement. For the sake of clarity, Auto Loan Account royalties shall not be applied against any Advance(s) Bank has paid

to ARCH under the Agreement nor will such royalties count for calculation of the Guarantee.

9. The term of this Addendum will begin on the Addendum Effective Date and end on the earlier of: (i) the first anniversary of the Addendum Effective Date, or (ii) upon the expiration or termination of the Agreement.

10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement relating to the Auto Loan Products apply equally to Bank of America, N.A. and its successors and assigns.

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

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the 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.

THE ARCH FOUNDATION FOR  
THE UNIVERSITY OF GEORGIA,  
INC

FIA CARD SERVICES, N.A.

By: Cynthia G. Coyle By: David B. ...  
Name: Cynthia G. Coyle Name: DAVID B. ...  
Title: Executive Director Title: SVP  
Date: December 4, 2008 Date: 1/6/09

**ADDENDUM TO  
THE ARCH FOUNDATION FOR THE UNIVERSITY OF GEORGIA, INC.  
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1<sup>st</sup> day of June, 2010, (the "Addendum Effective Date"), by and between The Arch Foundation for the University of Georgia, Inc. ("Arch") and FIA Card Services, N.A., ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Arch and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of June 30, 1999, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of Arch; and

WHEREAS, Arch and Bank are parties to a Deposit Program Addendum entered into as of July 25, 2007 as the same has been amended (the "Deposit Addendum"); and

WHEREAS, the parties agree to amend the Deposit program and amend the Agreement as contained herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. As of September 1, 2010, Section 5 of the Deposit Addendum is hereby deleted in its entirety and replaced with a new Section 5 as follows:
  5. During the term of this Addendum, Arch will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section 5, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to Arch on any existing deposit account that is converted to the Program.
    - (a) \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date. An additional \$1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.
    - (b) 0.10 % (ten basis points) of "Net New Purchases" (as defined below) paid within forty-five (45) days after the end of each calendar quarter.

"Net New Purchases" equals the sum of 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.

3. Section 8 of the Deposit Addendum as amended by the Short Term Extension Addendum entered into as of March 1, 2010 and Section 2 of the Addendum to the University of Georgia Foundation Amended and Restated Agreement dated as of March 21, 2006 are hereby deleted in their entireties and replaced with the following new section:

- “(i) The current term of the Agreement, including all addenda, shall end on June 30, 2013. Thereafter, the Agreement, and all addenda, 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.
- (ii) Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by either party to this Agreement to terminate the Deposit Program or the credit card program (“Credit Card Program”) within the Program, including, for example, exercising the right to not renew only the Deposit Program or only the Credit Card Program for another term by providing notice of non-renewal pursuant to the non-renewal notice requirements set forth in this Section 3 of this Addendum. In the event that such a non-renewal notice, as described in the above example, is sent by either party for the Deposit Program or the Credit Card Program, but not both, then as of the first day of the upcoming renewal term of the Agreement and thereafter, the Deposit Program or the Credit Card Program, whichever is applicable, shall no longer generate any royalties or compensation for Arch and the parties shall treat the removal of such program in accordance with Sections 10(c) and 10(d) of the Agreement and the other provisions of the Agreement related to the termination or expiration of the Agreement as if the removal of such program was a termination or expiration of the Agreement for just that program, with the last day of the existing term being considered the date of termination or expiration for such program.”

4. Section 9 of the Deposit Addendum is hereby deleted in its entirety.

5. Section 1 of the Agreement is hereby amended to include the following definition:

“**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.

6. 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 Addendum Effective Date, has more than a de minimis adverse impact on Bank of America's deposit business, as determined by Bank in its sole discretion (“Impact”), then Bank may notify Arch in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after Arch'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 in the event that changes to the Agreement cannot fully negate the Impact, Bank shall have the right to remove the Deposit Program from the Agreement, without penalty or liability to Arch, upon ninety (90) days advance

written notice, which will result in the Deposit Program being treated in the same manner as if a non-renewal notice regarding the Deposit Program had been sent in accordance with Section 3 of this Addendum.

7. If at any time during the term of the Agreement an Applicable Law has or will have a material adverse effect on Bank of America's deposit business (as determined in Bank's sole discretion) ("Event"), Bank may notify Arch in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after Arch's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, or changes or in the event that changes to the Agreement cannot fully negate the Event's adverse effect on Bank of America's deposit business, Bank shall have the right to remove the Deposit Program from the Agreement, without penalty or liability to Arch, upon ninety (90) days advance written notice, which will result in the Deposit Program being treated in the same manner as if a non-renewal notice regarding the Deposit Program had been sent in accordance with Section 3 of this Addendum.

8. The last sentence of Section 10(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

"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 Licensed Trademarks in connection with Deposit Accounts, Credit Card Accounts and Business Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Licensed Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. Arch shall not attempt to cause the removal of Licensed Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use Licensed Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion."

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. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. 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.

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.

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.

THE ARCH FOUNDATION FOR THE  
UNIVERSITY OF GEORGIA, INC.

FIA CARD SERVICES, N.A.

By: Cynthia G. Coyle By: Michael L. Parsons Jr.  
Name: Cynthia G. Coyle Name: MICHAEL L. PARSONS JR.  
Title: Executive Director Title: SVP  
Date: 6/04/2010 Date: 6.15.2010

**FIA CARD SERVICES'**

June 30, 2011

Ms. Cindy Coyle  
Executive Director  
The Arch Foundation for the University of Georgia, Inc.  
394 South Milledge Avenue  
Suite 100  
Athens, GA 30602-5582

Ms. Coyle:

We are aware of the recent merger of The Arch Foundation for the University of Georgia, Inc. into the University of Georgia Foundation.

This letter confirms our understanding that the University of Georgia Foundation (formerly known as the Arch Foundation for the University of Georgia, Inc.) is and shall be bound by the terms and conditions of the Amended and Restated Affinity Agreement between FIA Card Services, N.A. and The Arch Foundation for the University of Georgia, Inc. entered into as of June 30, 1999 (the "Agreement"), as it has been amended or restated, as if University of Georgia Foundation had been an original party to the Agreement.

All notices relating to the Agreement shall be sent to:

University of Georgia Foundation  
394 South Milledge Avenue  
Suite 100  
Athens, GA 30602-5582

This letter agreement shall be governed by the laws of the State of Delaware.

To acknowledge your agreement with the above, please countersign both copies of this letter where indicated below and return them to me. Once FIA Card Services, N.A. has countersigned, I will return one fully executed original to you.

Sincerely,

Adriane Tate

Name: Adriane Tate  
Title: Vice President

Accepted and agreed:

University Of Georgia Foundation  
By: Cynthia G. Coyle  
Name: Cynthia G Coyle  
Title: Executive Director  
Date: 8-25-11

FIA Card Services, N.A.  
By: Steve Doan  
Name: Steve Doan  
Title: SVP  
Date: 11-21-11

**ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into as of the 1<sup>st</sup> day of July, 2011, (the "Addendum Effective Date"), by and between University of Georgia Foundation ("UGF") (formerly known as the Arch Foundation for the University of Georgia, Inc.) and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UGF and Bank are parties to that certain Amended and Restated Affinity Agreement entered into as of June 30, 1999, as the same has been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of UGF; and,

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

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The first sentence of Section 4(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"UGF represents and warrants to Bank as of the date hereof and throughout the current term of the Agreement and any renewal terms that it has the exclusive right and power to license the Licensed Trademarks to Bank for use as contemplated by this Agreement."

3 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. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. 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.

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

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

THE UNIVERSITY OF GEORGIA  
FOUNDATION

FIA CARD SERVICES, N.A.

By: Cynthia G. Coyle

By: Steve Dean

Name: Cynthia G. Coyle

Name: Steve Dean

Title: Executive Director

Title: SUP