

**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: *of Allan W Barber*

By: *Wes. Morrison*

Name: ALLAN W. BARBER

Name: *William P. Morrison*

Title: FISCAL AGENT

Title: *Serv*

Date: JUNE 30, 1999

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™ (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.