

**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 postering) 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 1st 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.

MBNA AMERICA BANK, N.A.

By: Cynthia G. Coyle

By: Thomas W. Brooks

Name: Cynthia G. Coyle

Name: Thomas W. Brooks

Title: Executive Director

Title: Senior EVP

Date: March 21, 2006

Date: 3/27/06

SCHEDULE B

Form W-9

For Accounts Payable Use Only

To: _____ Account Number: _____

Oracle Vendor # _____

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Additionally, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

Instructions: Complete Part 1 by filling in the row of boxes that corresponds to your tax status.
Complete Part 2 if you are exempt from 1099 reporting.
Complete Part 3 to sign and date the form, and return it to us.

Part 1 - Tax Status: (Complete one row of boxes)

Individual: | Individual's Name | Individual's Social Security Number
| _____ | _____

Sole Proprietor: | Business Owner's Name | Business Owner's Social Security Number | Business or Trade Name
| _____ | _____ | _____

Partnership: | Name of Partnership | Partnership's Employer Identification Number | Partnership's Legal Name
(Name of first partner)
| _____ | _____ | _____

Corporation, exempt charity, or other entity: | Name of Corporation or entity | Employer Identification Number
| Arch Foundation for the University of Gedge, Inc. | 20-2779492

Part 2 - Exemption: If exempt from backup withholding and Form 1099 reporting, check here:
and circle your qualifying exemption reason below.

- 1. Corporation
- 2. Tax Exempt Charity under Section 501 (a) or IRA
- 3. The United States or any of its agencies or instrumentalities
- 4. A state, the District of Columbia, a possession of the United States, or any of

their political subdivisions or instrumentalities

5. A foreign government or any of its political subdivisions, agencies or instrumentalities

Part 3 - Certification: I certify under penalties of perjury that the Taxpayer Identification Number I have provided is correct.

Person completing this form: Cynthia G. Loge, Executive Director Please provide address if different:

Signature: Cynthia G. Loge

Date: 3-21-06 Phone: (706) 542-6677

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.