AFFINITY AGREEMENT

This Affinity Agreement (the "Agreement") is entered into as of March 28, 2010 (the "Effective Date") by and between the University of California Santa Barbara Alumni Association (the "Group") and Capital One, National Association, a national banking association ("Bank"). Group and Bank are referred to individually as a "Party," with both referred to collectively as the "Parties."

RECITALS

WHEREAS, Bank is engaged in the business of offering Financial Services Products;

WHEREAS, Group wants Bank and its Affiliates to offer certain Financial Services Products to Members in connection with the Program;

In consideration of the mutual agreements, terms, covenants, representations and warranties in this Agreement and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, Group and Bank each agree as follows:

1. BANK RESPONSIBILITIES

(a) Bank will design, develop, maintain and operate the Program, including, but not limited to, Customer support and selection of the payment network associated with the Program. Bank may make periodic changes to the Program during the Term so long as such changes do not affect (i) Group's rights or the performance of its obligations hereunder or (ii) Bank's obligations hereunder.

(b) Bank will perform and be responsible for all Customer acquisition efforts, including:

(i) design of all Approved Marketing Content and Practices, excluding any GIP which the Group elects to design within its rights under Section 4;

(ii) production of, and responsibility for, mailing costs associated with Program marketing content, except as otherwise set forth this Agreement;

(iii) evaluation and approval of each Member application submitted through the Program;

(iv) issuance of all Cards and ownership of all Accounts generated through the Program. Bank shall bear all credit risk associated with any Account. Group will not be considered to be a creditor on any Account for any purpose whatsoever and will not have any right in, or obligation with respect to, any Account. Each Account will be governed by a Customer Agreement between Bank and the Customer.

(c) Bank will perform all customer service functions associated with the Accounts, including responsibility for fulfilling on the Customer experience developed in connection with the Program.

(d) Bank shall not use the Member Database or Group Trademarks for marketing financial products and services other than Financial Services Products offered under the Program without the prior written consent of Group. Notwithstanding the foregoing, Group acknowledges that Bank and its Affiliates may, in the normal course of business, market products and services to Members that are the same or similar to the Financial Services Products offered pursuant to the Program.

(e) Bank will not sell, license or share the information included in the Member Database with any third party other than as set forth herein. Bank acknowledges that except as set forth herein, the Member Database shall remain the sole property of Group (and/or, as applicable, its Affiliates).

(f) In the event that Bank improperly uses or discloses the Member Database in a manner that is inconsistent with the terms of this Agreement, Bank shall promptly notify Group any such improper use or disclosure.

(g) Bank has not, and will not, pay any officer, employee, consultant or other personnel of Group wages, compensation or gifts in exchange for any such officer, employee, consultant or other personnel acting in such capacity on behalf of Bank or providing any services to Bank in connection with this Agreement.

2. GROUP RESPONSIBILITIES

(a) Group will offer the Program exclusively in compliance with the requirements in Section 5.

(b) Group will perform its Group Launch Support Obligations and Group Ongoing Support Obligations as set forth in **Exhibit B.**

(c) Group will provide Bank with an electronic copy of the Member Database, within thirty (30) days of the Effective Date and with electronic updates to the Member Database based on the criteria in **Exhibit B.**

(d) Group hereby grants Bank and its Affiliates a limited and exclusive license to use the Member Database (including any updates thereto) solely in connection with the Program during the Term and in accordance with the restrictions set forth in **Exhibit B.** The foregoing license will remain in effect notwithstanding the transfer by Group of any right, title or interest to any third party, by operation of law or otherwise, that it has in the Member Database.

(e) Group agrees that, other than the compensation set forth herein, Bank will not be required to pay any additional fees, royalties or compensation of any nature to Group, its Affiliates or any third party arising from or related to Bank's use of Group Trademarks or the Member Database (including, but not limited to marketing, production, printing or manufacturing activities) in connection with the Program. If the Group, its Affiliates or any third party seeks to receive any additional fees, royalties or compensation pursuant to an existing licensing arrangement with Group or otherwise, and the Group refuses to waive any such fee, royalty or compensation requirement which would otherwise apply, Group agrees that Bank may deduct and withhold such amount(s) that Bank would otherwise be required to pay from any Royalties due pursuant to this Agreement.

(f) Group will only provide information to, or otherwise communicate with, Members or potential members about the Program using Approved Marketing Content and Practices, without modification and will cause any Group Affiliates who elect to participate in offering the Program (hereafter, "Participating Group Affiliates") to comply with the same restrictions.

(g) Group will refer any inquiries regarding the Program to Bank through designated points of contact provided by Bank. Notwithstanding the foregoing, Group may, upon request by a Member, provide such Member with materials regarding the Program using Approved Marketing Content and Practices. The Group will not actively accept applications from Members, however, in the event that the Group receives any applications or correspondence intended for Bank in error, the Group agrees to mail such materials to Bank within one business day using the address provided in this Agreement.

(h) Group understands and agrees that, as between the Parties, Bank will own and maintain all information that is generated by the establishment or use of Accounts or Cards, including information that is provided to Bank by Customers and by potential Customers, except for information relating to transactions for which Group is the merchant for purposes of the transaction. Such information shall be Nonpublic Personal Information that is subject to Section 11 this Agreement.

(i) Group will provide any other assistance, support and information as reasonably required or requested by the Bank in connection with the Program.

3. GROUP ROYALTIES AND OTHER PAYMENTS

(a) During the Term of the Agreement, and subject to the requirements herein, Bank will pay the Royalties and make other payments as shown in attached **Exhibit A**.

(b) Bank will pay Royalties in connection with the Program to Group only and to no other party.

(c) Group agrees to provide Bank with a completed IRS W-9 Form and completed ACH form and understands and agrees that no Royalties will be paid unless Bank has received such forms.

(d) All Royalty payments to Group will occur on a quarterly basis in accordance with **Exhibit A, Section II**, unless otherwise mutually agreed upon by the Parties in writing.

(e) To the extent that any income, sales, use, excise, value-added, services, consumption or other tax is applicable and assessed against Group in relation to Royalties, in whole or in part, Group shall be solely responsible for such taxes and their timely payment. Bank makes no representations or warranties to Group regarding the treatment of the Royalties for federal or state income tax purposes.

(f) If at any time during the Term 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 Effective Date, has an adverse impact on Bank's business, then Bank may reduce the Earned Royalties, as defined herein in Exhibit A, Section II, payable to Group pursuant to this Agreement on a pro rata basis consistent with the change in interchange rates or other similar rates by providing thirty (30) business days written notice to Group. For the avoidance of doubt, Bank may not reduce the Guarantee, as defined herein Exhibit A, Section 1. Alternatively, Bank may exercise its termination rights provided under Section 16(f) (assuming its conditions have been met).

4. GROUP INCENTIVE PROGRAM

Group may, with the written consent of Bank and subject to the reasonable restrictions established by Bank, directly solicit Members to participate in the Program pursuant to a Group Incentive Program (alternatively, "GIP"). Bank will provide Group with Approved Marketing Content and Practices to be used in connection with such GIP and Group shall not use any marketing content and practices other than the Approved Marketing Content and Practices in connection with any GIP. Unless otherwise mutually agreed by the Parties, Group will be responsible for all expenses associated with any GIP, including any marketing production and mailing costs, and, in the event Bank incurs any costs associated with a GIP, Bank may deduct and withhold such costs from any Royalties due Group pursuant to this Agreement. Bank will pay Group the GIP-specific Royalties as set forth in **Exhibit A** for any GIP Accounts, provided Group complies with all of the requirements set forth herein and incorporates a coding method for identifying such GIP Accounts as instructed by Bank.

5. EXCLUSIVITY

(a) During the Term, Group will offer the Program exclusively and Group, will either directly or indirectly:

(i) promote any products or services that are the same or similar to the Credit Cards offered pursuant to the Program without the prior written consent of Bank. For purposes of clarity, prohibited promotion includes the solicitation and/or discussion of any offers for products and services that are the same or similar to the Credit Cards and the sponsorship, marketing, advertisement, development and/or offering of any products and services that are the same or similar to the Credit Cards other than those of the Program;

(ii) grant a license to any entity other than Bank for the use of Group Trademarks to promote products and services that are the same or similar to the Credit Cards; or

(iii) sell, license or otherwise grant any entity other than Bank the right to use the Member Database for the purpose of promoting, or in association with, any products and services that are the same or similar to the Credit Cards.

(b) For at least twelve (12) months after the Effective Date and thereafter during the Term unless Group provides Bank one hundred eighty (180) days written notice of its intent to cancel this obligation, Group and Participating Group Affiliates will offer the Program exclusively and neither Group nor Participating Group Affiliates, will either directly or indirectly:

(i) promote any products or services that are the same or similar to the Financial Services Products offered pursuant to the Program without the prior written consent of Bank. For purposes of clarity, prohibited promotion includes the solicitation and/or discussion of any offers for products and services that are the same or similar to the Financial Services Products and the sponsorship, marketing, advertisement, development and/or offering of any products and services that are the same or similar to the Financial Services Products other than those of the Program;

(ii) grant a license to any entity other than Bank for the use of Group Trademarks to promote products and services that are the same or similar to the Financial Services Products; or

(iii) sell, license or otherwise grant any entity other than Bank the right to use the Member Database for the purpose of promoting, or in association with, any products and services that are the same or similar to the Financial Services Products.

(c) Group will enter into an agreement with the University of California Santa Barbara Athletics Department ("Athletics Department") whereby, during the term of this Agreement, the Athletics Department will not compete with the Program offered hereunder.

(d) Group may not solicit or accept proposals regarding Credit Card partnerships, other than those with Bank, until one hundred and eighty (180) days prior to expiration of the Term.

(e) During the Term of this Agreement, Group grants Bank the right of first refusal to negotiate exclusively with Group regarding any partnerships or offerings for any products and services that are the same or similar to the Financial Services Products that Group does not support or participate in as of the Effective Date. In the event that Group solicits or otherwise considers any partnerships or offerings for such Financial Services Products, Group agrees to promptly provide written notice to Bank so that it may provide a responsive proposal to Group. Group agrees to afford Bank at least thirty (30) days to submit its response, and the date of any such response shall be deemed the date on which Bank exercised its right of first refusal. If Group does not accept Bank's proposal after the Parties have negotiated in good faith for thirty (30) days following the date on which Bank exercised its right of first refusal, Group may negotiate and contract with any other party; however, Group will not accept terms equal to or less favorable than Bank's proposed terms. .

6. LAUNCH DATE

The date when Bank intends to first make the Program available to Members is targeted for May 2011 (the "Launch Date").

7. PROGRAM GOVERNANCE AND SUPPORT

Group and Bank shall each designate an employee with appropriate experience to be its manager for the Program (the "Program Manager") and promptly notify the other Party of such designation. Each Program Manager shall supervise aspects of the Program and shall be authorized to fulfill the responsibilities and obligations of each respective Party associated with the Program.

8. TRADEMARKS

(a) Group hereby grants Bank and its Affiliates a limited and exclusive license to use Group Trademarks, including any modifications thereto, solely in connection with the Program during the Term. Without limiting the generality of the foregoing, Bank may use Group Trademarks in connection with marketing, solicitations, administration and the production of promotional items in connection with the Program. Group will provide Bank

with production ready electronic versions of Group Trademarks for use in connection with the Program within thirty (30) days of the Effective Date or upon written request by Bank any time thereafter. Any use by Bank of Group Trademarks in association with the Program will be subject to Group's prior review and written approval or rejection, which shall be provided within five (5) business days; if written approval or rejection is not provided within this period Group agrees that approval will be automatic and that Bank may proceed with marketing, solicitation and production. The foregoing license will remain in effect notwithstanding the transfer by Group of any right, title or interest to any third party, by operation of law or otherwise, that it has in Group Trademarks. In the event Group changes Group Trademarks during the Term, Group agrees to promptly notify Bank, including whether Bank will be required to incur costs associated with implementing such changes in Group Trademarks within the Program. If Group requires Bank to incur costs associated with implementing such changes in Group Trademarks within the Program and provided Bank provides Group with reasonable documentation supporting the costs, Bank may deduct and withhold any additional production costs that it incurs associated with any such changes to Group Trademarks from any Royalties due Group pursuant to this Agreement, and if the amount incurred exceeds Royalties due Group, then Group shall reimburse Bank for such costs.

(b) Bank hereby grants Group a limited, non-exclusive license to use Bank Trademarks solely in connection with any GIP during the Term. Bank will provide Group with production ready electronic versions of Bank Trademarks within thirty (30) days of written request by Group. Any use by Group of Bank Trademarks in association with the Program will be subject to Bank's prior review and written approval, which shall not be unreasonably withheld. In the event Bank changes Bank Trademarks during the Term, Bank agrees to promptly notify Group and, to the extent Group incurs additional production costs associated with any such changes to Bank Trademarks, Bank shall reimburse Group for such costs.

(c) Each Party agrees that their respective Trademarks, with or without other elements, shall continue to belong exclusively to each respective Party, and that neither Party may use the Trademarks of the other Party except as set forth in this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS

(a) The Parties agree to comply with all Applicable Laws in the performance of all actions taken in connection with this Agreement, including, but not limited to, compliance with the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et seq., including its requirements regarding the protection of young consumers; the Truth in Lending Act, 15 U.S.C. § 1650, 15 U.S.C. § 1637 as amended; the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, and their implementing regulations; and California Education Code 89090 and Cal. Civ. Code Section 1798.82 and 12 CFR Part 30, Supplement A to Appendix B ("Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice.

(b) In addition to, and without limiting the generality of, the foregoing:

(i) the Parties agree to comply with all employment related Applicable Laws and will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability, veteran status, or any other unlawful criterion and that it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. If applicable, the Equal Opportunity Clauses set forth in 41 CFR Sections 60-1.4(a), 60-250.5(a), 60-300.5(a), 61-300.10 and 60-741.5(a) and the employee notice found at 29 C.F.R., Part 471, Appendix A to Subpart A are incorporated by reference herein; and

(ii) neither Party shall offer any tangible item to any college student in order to induce such student to apply for a credit card: (1) on the campus of an institution of higher education; (2) near the campus of an institution of higher education; or (3) at an event sponsored by or related to an institution of higher education. If, in Bank's assessment, the Group qualifies as an institution of higher education or affiliated organization, Bank will submit to the Board of Governors of the Federal Reserve System an annual report containing information as required in 15 U.S.C § 1637. If Group qualifies as an institution of higher education, Group may have public disclosure requirements, which shall remain the sole responsibility of Group. The terms "college student," "institution of higher education" and "affiliated organization" shall have the same meaning, respectively, as those terms are defined

and used in the Truth in Lending Act, 15 U.S.C. § 1650 et seq., as amended by the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et seq. (the "Credit CARD Act of 2009").

10. CONFIDENTIALITY

(a) Each Party may have been and may be supplied with nonpublic, confidential or proprietary information ("Confidential Information"), including, financial condition and projections; business ventures and strategic plans; marketing strategies and programs; customers and prospective customers, Nonpublic Personal Information; strategic insights and statistical models about customers and their behavior; and the terms of this Agreement.

(b) Confidential Information shall be and remain, the property of the providing Party ("Providing Party") and the receiving party ("Receiving Party") shall not possess or assert any lien or right against or to Providing Party's Confidential Information. Receiving Party shall safeguard Confidential Information using standards no less rigorous than those maintained by Receiving Party for its Confidential Information of a similar nature, but in no event less than a commercially reasonable standard of care. No Confidential Information of either Party shall be used by Receiving Party except to perform its responsibilities in connection with this Agreement. If Receiving Party is legally compelled to disclose any Confidential Information, Receiving Party shall, to the extent permitted by law, promptly notify the Providing Party in writing.

(c) As directed by the Providing Party, the Receiving Party shall return or destroy the Confidential Information of the Providing Party; however, the Receiving Party may retain a copy of any Confidential Information (including summaries, compilations or analyses) to the extent required by Applicable Law or the Receiving Party's corporate policies; or it would be unreasonably burdensome to destroy (such as archived computer records). Any Confidential Information retained shall continue to be protected as Confidential Information subject to the restrictions of this Agreement, notwithstanding its termination or expiration. The return or destruction of Confidential Information shall not relieve the Receiving Party of its obligations in this Agreement.

11. NONPUBLIC PERSONAL INFORMATION AND PRIVACY

(a) If Group elects to receive Nonpublic Personal Information regarding Customers from Bank, Group will, in advance to receipt of such information, agree by contract to comply with the reuse and redisclosure limitations and prohibitions of the Gramm-Leach-Bliley Act as implemented (see, e.g., 12 CFR 40.11); to maintain such information in a manner that is consistent with the objectives of the Interagency Guidelines Establishing Information Security Standards (see, e.g., 12 CFR Part 30, Appendix B); to comply with data security and reporting requirements requested pursuant to applicable Bank corporate governance documents; and to refrain from actions that would cause Bank, through Group's actions, to dishonor the privacy notice provided pursuant to the Gramm-Leach-Bliley Act, among other laws.

(b) Group agrees to provide Bank, its auditors, inspectors, regulators or representative or agents of the foregoing, access at reasonable times to facilities of Group and to its data, books and records relating to compliance with Section 11(a) of this Agreement and as otherwise required by Bank's regulators. Group agrees to cooperate with the foregoing in connection with reasonable requests made in connection with their audit and examination responsibilities. Bank, and its auditors and other representatives will comply with Group's reasonable security and confidentiality requirements provided in writing in advance to Bank. For the sake of clarity, Group is not obligated to provide Bank, its auditors, inspectors, regulators or representative or agents of the foregoing access to Group facilities, data, books and records beyond those reasonable requests related to Group compliance with Section 11(a) of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

(a) Each Party represents and warrants that: (a) it has the right, power and authority to perform its obligations under, and to enter into, this Agreement; (b) it is duly organized, validly existing and in good standing under Applicable Laws; (c) no consent, approval or authorization from any third party is required in connection with its performance, delivery and execution of this Agreement, except such as have been obtained and are in full force and effect as of the Effective Date; (d) the execution, delivery and performance of this Agreement will not create a

breach of, or constitute a default under, the terms of any contract or commitment to which it is bound or a violation of any Applicable Laws; (e) it owns all right, title and interest in, or is authorized to use, all Trademarks licensed to the other Party under this Agreement, and is authorized to provide the other Party with the license to the Trademarks granted pursuant to this Agreement; and (f) its use of the Trademarks and the granting of the license hereunder, and the other Party's use of such Trademarks pursuant to the terms of this Agreement, does not and shall not infringe, or constitute an infringement or misappropriation of, any Trademarks rights of a third party.

(b) Group further represents and warrants that it owns all right, title and interest, or is authorized to authorized to use, the Member Database licensed to Bank under this Agreement, and that Group is authorized to provide Bank with the license to the Member Database granted pursuant to this Agreement

13. INDEMNITIES

(a) Bank will indemnify, defend and hold harmless Group, its Affiliates and their respective officers, directors, employees, successors and permitted assigns, from and against any Losses incurred by the foregoing indemnified parties attributable to third party claims relating to or incurred as a result of: i) any breach of Bank's obligations under this Agreement, including but not limited to those in Sections 1 and 9; ii) the breach or inaccuracy of a representation or warranty made by Bank under this Agreement; and (iii) any claim of infringement or misappropriation alleged to have occurred based on the Bank Trademarks.

(b) Group will indemnify, defend and hold harmless Bank, its Affiliates and their respective officers, directors, employees, successors and permitted assigns, from and against any Losses incurred by the foregoing indemnified parties attributable to third party claims relating to or incurred as a result of: i) any breach of Group's obligations under this Agreement, including but not limited to those in Sections 2 and 9; ii) the breach or inaccuracy of a representation or warranty made by Group under this Agreement; and (iii) any claim of infringement or misappropriation alleged to have occurred based on the Group Trademarks or the Member Database.

(c) The indemnification obligations set forth herein are contingent on the Party seeking indemnification: (i) giving the indemnifying Party prompt written notice of any such claim, and (ii) providing, at the indemnifying Party's expense, reasonable cooperation in the defense of such claim and all related settlement negotiations. The indemnified party shall have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense.

14. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. TERM AND RENEWAL

The term of this Agreement shall commence on the Effective Date and remain in effect until, March 28, 2018 (the "Initial Term"), unless terminated earlier or extended in accordance with this Agreement.

16. TERMINATION

(a) Either Party may terminate this Agreement by providing sixty (60) days prior written notice if the other Party is in material breach of this Agreement and such breach has not been cured to the reasonable satisfaction of the terminating Party within sixty (60) days of receiving such notice. Such notice shall include a reasonably detailed description of the circumstances giving rise to the terminating Party's claim that the Agreement has been materially breached.

(b) Either Party may terminate this Agreement, as of the date specified in a notice of termination, in the event that the other Party engages in fraud, willful misconduct or gross negligence in the performance of its obligations under this Agreement.

(c) If an event of Force Majeure substantially prevents, hinders or delays performance by either Party for more than one (1) month, the other Party may terminate this Agreement as of the date specified in a notice of termination sent to the non-performing Party.

(d) Either Party may terminate this Agreement if either Party: i) files a petition in bankruptcy; ii) has an involuntary petition in bankruptcy filed against it which is not challenged within twenty (20) days and dismissed within sixty (60) days; iii) becomes insolvent; iv) makes a general assignment for the benefit of creditors; v) admits in writing its inability to pay its debts as they mature; vi) has a receiver appointed for its assets; vii) has any significant portion of its assets attached; viii) experiences a material negative change in its net assets (i.e., total assets minus total liabilities); or ix) plans a company closure.

(e) Bank may terminate this Agreement if: i) another entity, directly or indirectly, in a single transaction or a series of related transactions, acquires Control of Bank or Capital One Financial Corporation ("**COFC**") or all or substantially all of the assets of Bank or COFC; or ii) Bank is merged with or into another entity, by giving Group written notice designating the date on which termination shall be effective.

(f) Bank may terminate this Agreement in the event that any material change in Applicable Laws makes the performance of this Agreement unduly burdensome by providing Group with sixty (60) days prior written notice that includes a reasonably detailed description of the change in Applicable Laws and its impact on Bank.

17. EFFECT OF TERMINATION

Upon expiration or termination of this Agreement by either Party:

(a) Bank will retain all right, title and interest in the Accounts and any pending applications submitted by Members prior to such termination or expiration (including, without limitation, all Customer data and other information related to such Accounts and applications for Accounts). Bank will continue to service and administer all Accounts and will continue to pay all Royalties payable to Group pursuant to this Agreement on any Card Account opened under this Agreement using Group Trademarks until such Card's expiration date or the cessation of use of Group Trademarks for such Card by Bank;

(b) the Parties agree to cease using the other Party's Trademarks and to destroy all marketing materials associated with the Program. Notwithstanding the foregoing, Bank may continue to use the Group Trademarks solely as it relates to Cards that have been issued prior to the expiration or termination of this Agreement until the expiration date on each Card. In the alternative, Bank may, and on an Account by Account basis, reissue each Card with a standard Bank design credit Card.

(c) the termination or expiration of this Agreement will not terminate, affect or impair any rights, obligations or liabilities of either Party which may accrue prior to such termination or which, under the terms of this Agreement, continue after termination;

(d) any communication of a Party to be sent to any Member(s) or Customer(s) regarding termination of the Program or referencing or using any Trademark(s) of the other Party in connection with the Program and in accordance with the terms of this Agreement will be subject to its prior review and written approval, which shall be provided within ten (10) business days of receipt of the proposed communication; if written approval (via e-mail or otherwise) is not provided within this period, and there has been no objection, each Party agrees that approval will be deemed automatically and that the sending Party may proceed with the communication; and

(e) for a period of one year, Group agrees that it will not, either directly or indirectly, through an Affiliate or other third party, specifically target Customers to offer any products that are the same or similar to the Financial Services Products provided by Group, its Affiliates or a third party provider. The foregoing restriction will not

prevent Group from offering financial service products as part of a general solicitation to all of its Members. Group acknowledges that a breach of the foregoing restriction on specifically targeting Customers would constitute a breach of its obligations set forth in Section 10.

18. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law principles thereof. Each Party hereby irrevocably and unconditionally: (a) agrees that any action, suit or other legal proceeding brought in connection with or relating to this Agreement or any matter contemplated hereby shall be brought in a court of competent jurisdiction located in Wilmington, Delaware; (b) consents and submits to, and agrees that it will not assert (by way of motion, as a defense or otherwise) that it is not subject to, personal jurisdiction in connection with any such action, suit or proceeding in any such court; and (c) waives to the fullest extent permitted by Applicable Law, and agrees that it will not assert (by way of motion, as a defense or otherwise), any claim that the laying of venue of any such action, suit or proceeding in any such court is improper or that any such action, suit or proceeding brought in any such court was brought in an inconvenient forum.

19. DISPUTE RESOLUTION

(a) Mediation. In the event that a dispute arises under this Agreement, the Parties agree that, before filing an action in a court of competent jurisdiction, they will first participate in at least four hours of mediation in accordance with the mediation procedures of the American Arbitration Association ("AAA"), in the State of Delaware, unless the Parties otherwise mutually agree in writing. The Parties shall initiate the mediation process by notifying the other Party in writing of its intent to mediate the dispute. The Parties agree to share equally in the costs of mediation. The Parties shall mutually agree on a mediator; if the Parties are unable to reach agreement within thirty (30) days of the date of the notice of intent to mediate, each Party shall appoint a mediator. The two mediators shall then appoint the third and ultimate mediator, responsible for administering mediation of the dispute in the State of Delaware. The Parties understand that the appointed mediator shall be an independent contractor, who is not serving as legal counsel for either Party. Regardless, no mediator, whether selected or appointed, may have any financial or personal interest in the outcome of the mediation, and must disclose any circumstances which create a presumption of bias or are likely to cause a delay in the mediation process.

(b) Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT.

20. PUBLICITY AND NON-DISPARAGEMENT

Except as required under Applicable Laws, all press releases, public announcement and public disclosures of any nature by either Party relating to the Program or this Agreement shall be coordinated with and approved by the other Party, which approval shall not be unreasonably held, prior to release. Neither Party shall make any statement, whether written, verbal or otherwise, that in any way defames, disparages or in any way criticizes the reputation, practices, or conduct of the other Party or any of its Affiliates. In addition to the foregoing, each Party agrees that during the Term, it will conduct itself in a manner that will not adversely affect the reputation of the other Party. A breach of the foregoing requirements shall be deemed a material breach for purposes of this Agreement.

21. FORCE MAJEURE

Non-performance by a Party of its obligations hereunder to the extent such performance is prevented by acts of God, fire, explosion, strikes, accident, floods, hurricanes, embargoes, epidemics, war, nuclear disaster or civil unrest or any other cause beyond its reasonable control ("***Force Majeure***") will not be considered a breach of this Agreement during the period of such disability. The disabled Party will promptly notify the other Party if it is unable to perform due to *Force Majeure*, the expected duration of such inability to perform and of any developments (or changes

therein) that appear likely to affect the ability of that Party to perform any of its obligations hereunder in whole or in part.

22. NOTICES

All notices in connection with this Agreement shall be deemed given when (a) delivered in person or by a nationally recognized overnight delivery service; or (b) three (3) business days after mailing by USPS service registered or certified mail, with postage prepaid, addressed as follows:

In the case of Bank:
Niki Howard
Capital One
ATTN: 12071-0410
15000 Capital One Drive
Richmond, VA 23238
FAX: 804-284-5977

With a copy to:
Capital One
ATTN: Assistant General Counsel, CAST
M.S. 19050-1203
1680 Capital One Drive
McLean, VA 22102
Fax: 703-720-2221

In the case of Group:
John Lofthus
University of California
Santa Barbara Alumni Association
UC Santa Barbara
Santa Barbara, CA 93106-1120
FAX: 805-893-4918

With a copy to:
Contracts and Property
3203 SAASB
Santa Barbara, CA 93106-2095

Either Party may from time to time change its address or designee for notification purposes (so long as in the United States) by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

23. NO BINDING AUTHORITY

The Parties agree that in performing their responsibilities pursuant to this Agreement that they are each acting as independent contractors and, further, that this Agreement does not create any partnership, agency or joint venture between the Parties. Neither Party to this Agreement shall have any authority to bind the other Party to any obligation except as explicitly provided for in this Agreement.

24. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or entity, other than the Parties and their permitted successors and assigns, any right, remedy or claim under or by reason of this Agreement.

25. ASSIGNMENT

This Agreement may not be assigned whether by operation of law or otherwise, in whole or in part, by either Party, without the prior written consent of the other Party; however, Bank may assign this Agreement and any of its rights and/or obligations under this Agreement, without consent, to its Affiliates. For the avoidance of doubt, assignment of this Agreement by Bank to any of its Affiliates shall not change any of Bank's obligations or rights under the Agreement unless otherwise mutually agreed in writing.

26. NO WAIVER OF RIGHTS

No Party will be deemed to have waived any of its rights, powers or remedies hereunder unless that Party approves such waiver in writing. Any delay, waiver or omission by a Party to exercise any right or power arising from any breach or default in any of the terms, provisions, or covenants of this Agreement will not be construed to be a waiver by that Party of any subsequent breach or default of the same or other terms, provisions or covenants.

27. SEVERABILITY

If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this Agreement will nevertheless remain in full force and effect to the extent such remaining provisions accurately reflect the intent of the Parties.

28. SURVIVAL

All sections and provisions of this Agreement that either by their nature or explicitly contemplate survival after termination or expiration shall remain in full force and effect in accordance with the terms or this Agreement.

29. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and all prior negotiations and understandings, whether oral or written are superseded hereby. No modification or amendment of this Agreement will be effective unless set forth in a written and signed agreement between the Parties.

30. CAPTIONS

The captions in this Agreement are for convenience only and shall not be considered a part of, or affect, the construction or interpretation of any provision of this Agreement.

31. COUNTERPARTS

This Agreement may be executed in counterparts, any of which manually signed signature pages may be delivered by facsimile or by the transmission of an electronically scanned version, each of which shall be considered an original and, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized officers as of the Effective Date.

CAPITAL ONE, N.A.

By: _____
Name: Richard Elliott
Title: Mgr VP
Date: 3/29/11

THE UNIVERSITY OF CALIFORNIA
SANTA BARBARA ALUMNI ASSOCIATION

By: _____
Name: **Sandra Featherson**
Title: Associate Director Acct. Services & Controls
Date: 4/15/11

EXHIBIT A
GROUP PAYMENTS

I. AMOUNT, STRUCTURE AND QUALIFICATIONS

(a) Bank will guarantee Group a minimum Royalty in the amount of Two Hundred Ten Thousand Dollars ($210,000; the "Guarantee") during the Term.

(b) The Guarantee will be paid based on the schedule detailed in Section II ("Guarantee Payments").

(c) Disbursement of the first Guarantee Payment is contingent on Group Launch Support Obligations detailed in **Exhibit B, Section I.**

(d) Disbursement of further Guarantee Payments is contingent on Group completing all of its Group Ongoing Support Obligations as detailed in **Exhibit B**, Section II during the prior twelve month (12) period to the Guarantee Payment date.

(e) Group will be paid Earned Royalties over and above Guarantee Payments once Earned Royalties exceed all Guarantee and Earned Royalty Payments previously made to Group during the Term.

II. GUARANTEE PAYMENT SCHEDULE

APPROXIMATE DATE OF PAYMENT	GUARANTEE PAYMENT AMOUNT
May 15, 2011	$30,000
May 15, 2012	$30,000
May 15, 2013	$30,000
May 15, 2014	$30,000
May 15, 2015	$30,000
May 15, 2016	$30,000
May 15, 2017	$30,000

III. EARNED ROYALTIES

The Parties hereby agree that the following criteria will be used to calculate Royalties due to Group ("**Earned Royalties**"), incorporated by reference in the Agreement:

EARNED ROYALTY CATEGORY		**Accounts without Rewards**	**Accounts with Rewards**
A percentage of each dollar of Net Purchase Volume on Active Card Accounts		**0.50%**	**0.20%**
Per Card Account Opening	Card Accounts	**$2**	
	GIP Card Accounts	**$100**	
	GIP Subprime Card Accounts	**$2**	
Per Active Card Account on each anniversary of its Card Account Opening		**$2**	
Per Funded Savings Account		**$50**	

IV. GENERAL FUND

The Parties hereby agree that the following payments to be made by Bank to Group in consideration for the following use of the monies (the "**General Fund**"), incorporated by reference in the Agreement:

(a) Bank will pay Twenty Thousand Dollars ($20,000; the "General Fund Contribution") to Group in consideration for items described below in Section IV(b).

(b) The General Fund may only be used for the following purposes unless this Agreement is otherwise amended by the Parties:

(i) To fund sponsorship of the All Gaucho Reunion in 2011 and 2012 at an annual cost of Five Thousand Dollars ($5,000) per year; Group and Bank may extend this sponsorship to future years at the Five Thousand Dollars ($5,000) price per year.

(ii) To fund financial education programs in the 2011-2012 and 2012-2013 school years at a limit of Five Thousand Dollars ($5,000) per year. Group and Bank may extend this program to future years at the Five Thousand Dollars ($5,000) funding level per year.

(c) Group shall invoice Bank for each of these considerations separately in each year as described herein. Bank will pay Group within sixty (60) days of invoice receipt.

EXHIBIT B
GROUP SUPPORT OBLIGATIONS

I. GROUP LAUNCH SUPPORT OBLIGATIONS

Group will support the launch of the Program by providing Bank, without any additional compensation other than as set forth in this Agreement, with the following (collectively, the "Group Launch Support Obligations"):

(a) Group will provide Bank with an electronic excerpt from its database, current as of the delivery date to Bank, meeting the following criteria (the "Member Database"):

(i) the Member Database will include Members who are at least eighteen (18) years of age or older and who have not requested that their name, mailing address or any other personal information not be provided to any third parties or who have otherwise opted-out of receiving such solicitations;

(ii) the Member Database must contain at least One Hundred Twenty Five Thousand (125,000) unique records, including full name, valid postal address and other record fields, as applicable, including year of degree attainment and any other information if mutually agreed in writing;

(iii) the Member Database will be provided to Bank in a mutually agreed format and by means of mutually agreed secure electronic transfer;

(iv) the Member records provided in the Member Database will include Group alumni, non-alumni donors, season ticket holders and other supporters of the Group;

(v) the Member records provided in the Member Database will not knowingly include currently enrolled students unless mutually agreed in writing by the Parties;

(b) Group will provide a prominent, "above the fold" advertising, approved by Bank, displayed on the Group homepage, the Group e-newsletter, Facebook page and Twitter feed throughout the first two (2) quarters of Program launch (with the Card(s) and Program to be included). Accounts generated through such support will be subject to the GIP provisions of this Agreement.

(c) Group will provide at least one dedicated email announcing the new program, sent by Group, to at least Seventy Thousand (70,000) unique email addresses in the Member Database ("Member Email Addresses"). Accounts generated through such support will be subject to the GIP provisions of this Agreement.

(d) Group will provide at least one four-color, full page ad space in the Alumni Association magazine either on the inside front cover, outside back cover, page before the main article or page before the class notes. Accounts generated through such support will be subject to the GIP provisions of this Agreement.

II. GROUP ONGOING SUPPORT OBLIGATIONS

Group will support the Program on an ongoing basis by providing Bank, without any additional compensation other than as set forth in this Agreement, with the following (collectively, the "Group Ongoing Support Obligations"):

(a) at least annually within thirty (30) days of the anniversary of the Agreement, and upon the reasonable request of Bank, Group will provide an updated copy of its Member Database including new Members and updated Member information, including at least the number of unique records and the record fields as defined in **Exhibit B, Section I(a)**. Group acknowledges that Bank may contact the Members included in the Member Database for marketing and solicitation in connection with the Program and as otherwise set forth in this Agreement via direct mail as many as four (4) times per calendar year. For the sake of clarity, any contact by Bank of Members included in the Member Database for marketing and solicitation in connection with the Program in excess of four (4) times per calendar year or contact by Bank by means other than direct mail must be approved by Group in writing;

(b) additional advertising, without any additional compensation other than as set forth in this Agreement, including:

i. One four-color, full page ad space in the Alumni Association magazine (print version) three times per calendar year. Accounts generated through such support will be subject to the GIP provisions of this Agreement;

ii. Prominent inclusion in either a standalone email blast or affinity product suite-focused email blast sent to Member Email Addresses four (4) times per calendar year. Accounts generated through such support will be subject to the GIP provisions of this Agreement;

iii. Prominent inclusion in both the Group e-newsletter and Facebook page on an ongoing basis. Accounts generated through such support will be subject to the GIP provisions of this Agreement;

iv. Prominent, ongoing inclusion of a Card image or other advertisement promoting the Program and linking to a Bank-operated website on the Group's website homepage, the member benefits web page; on the "transaction complete" web page following online donations; and on the "registration complete" web page following event registrations . Accounts generated through such support will be subject to the GIP provisions of this Agreement; and

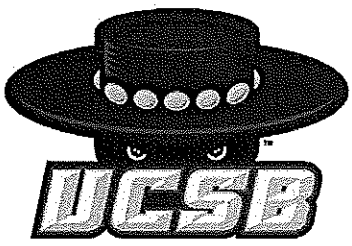
(c) permission and access for Bank, to the extent permitted by Applicable Laws, to conduct event-based promotional/sales activities without any additional compensation other than as set forth in this Agreement and such access shall include the securing and grant by Group of all related permissions, including those required by Bank to access any related activity site for all class reunions, other alumni events, homecoming, etc.;

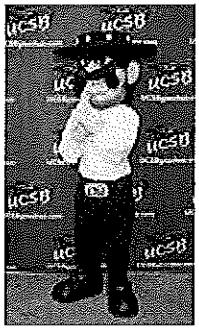
(d) updates to any advertising, including hyperlinks provided by Bank, on any websites operated by Group for the purpose of allowing Members to apply for Financial Services Products pursuant to the Program, without any additional compensation other than as set forth in this Agreement and as directed by Bank,. Group agrees to modify and/or remove any reference or inclusion of the Program, the Card images or any Bank-provided hyperlinks within twenty-four (24) hours of Bank's written request (in the event that such request is received on a business day);

(e) sell to Bank at Group cost any merchandise, experiential programs, tickets, tours, and other programs and services which can be offered as Rewards in connection with the Program, to be determined by mutual written agreement.

EXHIBIT C
GROUP AND BANK TRADEMARKS

I. GROUP TRADEMARKS





II. BANK TRADEMARKS

Capital One

Capital One Bank

No Hassle rewards

EXHIBIT D
DEFINITIONS

When used in this Agreement, the following words and phrases shall have the meanings ascribed below:

"**Account**" means an account associated with any Financial Services Product that is issued to, and held by, a Member under the Program.

"**Active Card Account**" means a Card Account with active charging privileges, as determined by Bank, and which, in the prior six (6) month period, has either: (a) been utilized by the Customer for at least one purchase, cash advance or balance transfer that was not subsequently refunded, the subject to a charge back request or otherwise disputed; or (b) had a payment made against an outstanding balance.

"**Affiliate**" means with respect to an entity, any other entity either directly or indirectly controlling, controlled by or under common control with such entity.

"**Applicable Laws**" means, as applicable: a) all laws, statutes, regulations, ordinances or subordinate legislation in force from time to time to which the products and services and/or a Party is subject; b) the common law; c) all binding court orders, judgements or decrees; d) all applicable directives, policies, rules or orders that are binding on a Party and made or given by any government agency or regulatory body; and e) applicable rules, regulations, restrictions, agreement terms and requirements of any Card Network.

"**Approved Marketing Content and Practices**" means those marketing and promotional materials and the marketing practices that are either: (a) developed by Bank for use by Group in connection with the Program; or (b) approved by Bank for use in a GIP.

"**Card**" means a device utilized by a Customer to access an Account.

"**Card Account**" means an Account associated with a credit or charge open-ended, revolving loan product opened by a Member pursuant to the Program.

"**Card Account Opening**" means when a Card Account is used to make either: (a) one purchase that is not subsequently refunded, the subject to a charge back request or otherwise disputed; or (b) a cash advance or balance transfer.

"**Card Network**" means Visa, MasterCard, American Express, Discover and/or any other payment network in association through which Bank may issue Cards.

"**Control**" means with regard to any entity the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock, or other ownership interest if not a stock corporation, or such entity ordinarily having voting rights.

"**Credit Card**" means a credit or charge open-ended, revolving loan Account opened by a Member pursuant to the Program.

"**Customer**" means a Member who is issued an Account pursuant to the Program.

"**Customer Agreement**" means an agreement between Bank and a Customer governing an Account, and any amendments thereto and renewals thereof.

"**Financial Services Product**" means any products or services which may be offered by Bank or its Affiliates in connection with the Program, including, but not limited to: (a) credit, charge and debit cards and (b) savings accounts/products. Financial Services Product specifically excludes (i) any commercial products and services that are the same or similar to the Financial Services Products utilized solely by Group; (ii) installment and revolving loans; (iii) checking accounts; and (iv) any insurance products unrelated to the Financial Services Products.

"Funded Savings Account" means those Savings Accounts with at least a Fifty Dollar ($50.00) balance ninety (90) days after the Savings Account is opened.

"Group Incentive Program" or **"GIP"** means any marketing or other program whereby Group has conducted and funded the marketing and solicitation efforts in support of the Program in compliance with the requirements set forth in this Agreement. Group support activities in Exhibit B, Section I(b), (c) and (d) as well as Exhibit B, Section II(b) qualify as GIP and, consequently, for GIP royalties unless otherwise noted therein.

"**GIP Account**" means those Accounts opened pursuant to a GIP in compliance with the requirements set forth in this Agreement.

"**GIP Card Account**" means those Card Accounts opened pursuant to a GIP and in accordance with Group's compliance with the GIP provisions of this Agreement.

"GIP Subprime Card Account" means those Accounts that are both (a) opened pursuant to a GIP and in accordance with Group's compliance with the GIP provisions of this Agreement and (b) are issued to a Member whose has a subprime credit score at the time of issuance. A subprime credit score is credit score provided by the Fair Isaac Corporation of less than six hundred eighty (680).

"**Group Launch Support Obligations**" as defined herein in **Exhibit B, Section I.**

"**Group Ongoing Support Obligations**" as defined herein in **Exhibit B, Section II.**

"**Launch Date**" shall have the meaning set forth in Section 6.

"**Losses**" means all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

"**Member**" means any individual or entity included within the Member Database

"**Member Database**" means an excerpt from the Group's electronic database that includes a list of Members which meets the requirements set forth in **Exhibit B, Section I(a),** is in a format agreed on by the Parties, and is provided by Group to Bank for marketing purposes in connection with the Program.

"**Net Purchase Volume**" means the aggregate amount of all purchases charged to an Account; provided that Net Purchase Volume shall not include: a) charges that are reversed for whatever reason; b) revolving balances carried on an Account; c) cash advance transactions; d) access check transactions; e) balance transfers; f) fees or finance charges payable on an Account; or g) purchase check transactions.

"**Nonpublic Personal Information**" means information regarding Customers and prospective customers of Bank, including nonpublic personal information as defined in the Gramm-Leach-Bliley Act, Title V, and the regulations implementing and interpreting that Act.

"Participating Group Affiliates" means as defined herein in Section 2(f).

"**Program**" means the program through which Members are offered the opportunity to apply for Financial Service Products issued by, and receive related services from, Bank and its Affiliates pursuant to the terms and conditions set forth in this Agreement.

"**Rewards**" means loyalty program currency that is earned by, and accrues with, a Customer's usage of an Account as disclosed to Customer by Bank. Rewards are provided, and paid for, by Bank and may be used by Customer to redeem for benefits including, but not limited to travel, merchandise and experiences/entertainment.

"**Royalties**" means the compensation structure and payments to be paid to the Group under the Program as set forth in Section 3 and **Exhibit A.**

"**Savings Account**" means a savings deposit Account opened by a Member pursuant to the Program.

"**Trademarks**" means only designs, images, logos, tradenames, trademarks, service marks, trade styles, proprietary identifying marks, copyrighted materials and/or other works of authorship developed, licensed to a Party and provided to the other Party for use in the Program, including, but not limited, to the Bank Trademarks and Group Trademarks as set forth in **Exhibit C**. For the sake of clarity, Trademarks does shall not include any patents.