

A F F I N I T Y A G R E E M E N T
C A L I F O R N I A A G G I E A L U M N I A S S O C I A T I O N

This Affinity Agreement (the "Agreement") is entered into as of this 31st day of March, 2008, (the "Effective Date") by and between FIA CARD SERVICES, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and CALIFORNIA AGGIE ALUMNI ASSOCIATION, a public university alumni association having its principal place of business in One Shields Avenue, Davis, California 95616 ("Alumni Association") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

"Agreement" means this agreement and Schedules A through B.

"Alumni Association Affiliate" means any entity controlling, controlled by or under common control with the Alumni Association.

"Alumni Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, signature of any Alumni Association officer (including facsimile signatures) or trademark used or acquired by Alumni Association or any Alumni Association Affiliate during the term of this Agreement including, but not limited to any design, image, logo, service mark, trademark or tradename used in connection with the UC Davis Athletic Department, a University athletic team or athletic event (the "Athletic Trademarks") including, but not limited to the Athletic Trademarks listed on Attachment attached hereto and incorporated herein.

"Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

"Contract Year" means for the first Contract Year the period from the Effective Date through March 30, 2009, and means for each subsequent Contract Year, each twelve month period from March 31, 2009 through March 30, 2015 during the initial term of this Agreement.

"Customer" means any Member who is a participant in the Program.

"Deposits" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

"Deposit Account" means a consumer deposit account opened in response to marketing efforts made pursuant to the Program.

"Emerging Credit Card Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.

"Emerging Credit Card GIP Account" means an Emerging Credit Card Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

"Financial Service Product" means any credit card program, secured credit card program, charge card program, debit card program, travel and entertainment credit card program, unsecured installment loan program, unsecured revolving loan program, and deposit program. The term "Financial Service Product" does not include: (i) student financial aid or student loan program including without limitation any student loan consolidation program offered or administered, directly or indirectly, through or by Alumni Association, an Alumni Association Affiliate or the University, provided that an individual cannot access the proceeds of any such student financial aid or student loan program; (ii) the Aggie Cash debit account program offered by the University; (iii) Athletic Financial Services Sponsorships which shall not include any of the services or products offered pursuant to the Program; (iv) the Visa Corporate Charge Card issued by U.S. Bank and offered solely to University employees for travel and entertainment purposes; (v) the Visa Purchasing Card issued by U.S. Bank and offered solely to University employees for business expense purposes; and (vi) financial service products offered solely to the staff and faculty of the Office of Administration as each such product or program in (i) through (vi) are structured and delineated as of the Effective Date of this Agreement.

"Group Incentive Program" or "GIP" means any marketing or other program whereby Alumni Association conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program will constitute a GIP.

"GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

"GIP Gold Option Account" means a Gold Option Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

"GIP Gold Reserve Account" means a Gold Reserve Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

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

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

"Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank and agreed on by CAAA) containing non-duplicate names with

corresponding valid postal addresses and, when available and if not prohibited by law, e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

"Member" means (i) alumni of the University of California, Davis and/or other potential participants mutually agreed upon by Alumni Association and Bank.

"Program" means those programs and services of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

"Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

"Royalties" means the compensation set forth in Schedule A.

"Trademarks" means the Alumni Association Trademarks and the University Trademarks.

"University" means the University of California, Davis and any office or department of, or affiliated or associated with, the University of California, Davis including but not limited to the athletic department and the office of student affairs of the University of California, Davis.

"University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION

(a) The Alumni Association agrees during the term of this Agreement neither Alumni Association, nor any Alumni Association Affiliate will, 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 Bank) the providing of, any Financial Service Products included in section 1. DEFINITIONS "Financial Service Product" of any organization other than Bank, except that during the one hundred and eighty (180) days prior to the expiration of the initial term or any renewal term of this Agreement, Alumni Association may solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of any Financial Service Products of any organization other than Bank; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service

Products of any entity other than Bank; or (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 Bank. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement for a Financial Service Product as defined in this agreement. The fact that a financial institution is a sponsor of the Alumni Association shall not, in and of itself, constitute an express or implied endorsement of the Alumni Association of such financial institution.

(b) Alumni Association agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(c) Alumni Association authorizes Bank to solicit its Members by mail, direct promotion, and advertisements for participation in the Program as provided for in this Agreement

(d) Alumni Association will have the right of prior approval of all Program advertising and solicitation materials to be mailed by or on behalf of Bank to Members included on Mailing Lists that Bank received from or on behalf of Alumni Association which contains Trademark, such approval will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Bank acknowledges and agrees that the text of any Program advertising and solicitation materials to be mailed by or on behalf of Bank to Members included on Mailing Lists that Bank received from or on behalf of Alumni Association will conspicuously identify Alumni Association as being associated with the business described in the mailing. Alumni Association has the right to change the Trademarks up to two times during the term of this agreement without cost. In the event that Bank incurs a cost because of a third or more change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due Alumni Association. In the event such costs exceed Royalties then due Alumni Association, Alumni Association will promptly reimburse Bank for all such costs.

(e) Alumni Association will, and will cause any Alumni Association Affiliate to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to Alumni Association, and except for communications relating to Alumni Association compliance with applicable California privacy law requirements. Notwithstanding the above, Alumni Association 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 Bank to Alumni Association. Any correspondence received by Alumni Association that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within forty-eight (48) hours of receipt. All charges incurred for this service will be paid by Bank.

(f) Alumni Association hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license will be transferred upon assignment of this Agreement. This license will remain in

effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association will provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than sixty (60) days after Alumni Association's execution of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(g) Alumni Association will permit Bank to advertise the Program on its home page and at other prominent locations within the Internet site(s) of Alumni Association. Bank may establish a hyperlink from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such hyperlink will entitle Alumni Association to the GIP compensation set forth on Schedule A, subject to the other terms and conditions of this Agreement. Alumni Association will modify or remove such advertisements within forty-eight (48) hours of Bank's request. Without limiting Bank's rights pursuant to this Section 2(g), Alumni Association will not advertise, mention, depict, display or reference the Program (in whole or in part, including banners, bricks and other methods of selective or temporary displays or depictions) on any pages within the Alumni Association's Internet site(s), including without limitation any "members only" pages, that Alumni Association does not grant Bank the ability to access.

(h) Alumni Association, shall have the right to include statement messages in Program billing statements as mutually agreed to by the parties. The parties acknowledge and agree that such messages may include promotions of Alumni Association and various products or services (other than any Financial Service Products), and/or such other materials as may be mutually agreed upon by the parties. All statement messages shall be subject to: (i) the prior approval of as to scope, timing and content thereof; (ii) the then applicable Bank size, quality scheduling, procedural and weight requirements; (iii) Bank's obligation to include in its billing statement any notices required by Visa and/or MasterCard regulations, by federal or state law, or any other required regulatory, legal, or collection/delinquency notice; (iv) any Cardholder imposed restrictions on such materials; and (v) Alumni Association delivering to Bank in the time period required by Bank (which may change from time to time) the approved messages in time for Bank to include in the requested billing period. Alumni Association agrees to indemnify and hold Bank harmless from and against any and all claims, causes of actions, losses, costs or damages incurred or suffered by Bank (including reasonable attorneys' fees) arising from statement messages by Alumni Association, including without limitation the content thereof, or from the products and services offered therein.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank will design, develop and administer the Program for the Members.

(b) Bank will design all advertising, solicitation and promotional materials with regard to the Program subject to the approval of the Alumni Association as set forth in Section 2(d). Bank 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 Alumni Association.

(c) Bank will bear all costs of producing and mailing materials for the Program.

(d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.

(e) Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. Alumni Association will have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. Bank will not be required to pay amounts to any third party (*e.g.*, any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of Alumni Association or an Alumni Association Affiliate for such gifts or premiums. Alumni Association 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) to Bank 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 Alumni Association's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or if any person will otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and payments otherwise due Alumni Association.

(f) If Bank sends a message to any Member via an electronic mail address contained on a Mailing List, that message will include at least both of the following:

1. The identity of the sender of the message; and
2. A cost-free means for the recipient to notify the sender not to electronically transmit any further message to that electronic mail address.

4. MAILING LISTS

(a) Upon the request of Bank, Alumni Association will provide Bank with Mailing Lists free of any charge; provided, however, that Alumni Association will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Alumni Association not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due Alumni Association. Alumni Association will provide the initial Mailing List, containing at least one hundred sixty thousand (160,000) non-duplicate names with corresponding postal addresses of Members as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement. Notwithstanding anything contained in this Section 4(a) to the

contrary, Alumni Association, in its sole discretion, may forward to Bank an updated Mailing List more frequently than Bank may request such updated Mailing List from Alumni Association; provided however, that Bank will not be obligated to accept a Mailing List from Alumni Association more frequently than at least ninety (90) days from the date that Bank last received a Mailing List from Alumni Association, irrespective of the circumstances under which Bank received such list (*i.e.*, solicited or unsolicited). Within ninety (90) days of receipt of an updated Mailing List, Bank will cease using the prior Mailing List and will destroy such outdated Mailing List and/or purge such Mailing List from its systems.

(b) Bank will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not use the Mailing Lists for any other purpose, except for any other purpose expressly approved by Alumni Association in writing. Bank will hold all Mailing Lists in confidence and will not disclose the Mailing Lists to any other person or entity, except as permitted under this Agreement.

(c) Notwithstanding the foregoing, Bank may utilize the services of any third party or affiliates in fulfilling its obligations under this Agreement. Bank warrants that those third parties and affiliates handling Mailing Lists will be made aware of the obligations contained in this Section and will be under obligation not to disclose the Mailing Lists to any other person or entity or use the Mailing Lists for any purpose other than to perform their duties for Bank.

(d) Bank will have the sole right to designate Members on Mailing Lists to whom promotional material will not be sent. Mailing Lists are and will remain the sole property of Alumni Association. However, Bank may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Alumni Association.

5. REPRESENTATIONS AND WARRANTIES

(a) Alumni Association and Bank 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) Alumni Association represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that it has the right and power to license the Alumni Association Trademarks and, if applicable, to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. Alumni Association further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products.

(c) Without limitation of the generality of any other representation or warranty contained herein, Alumni Association represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement, that each Mailing List provided to Bank will have been produced in compliance with all applicable law and regulation, including without limitation all laws and regulations of the State of California (*e.g.*, SB 569).

6. INDEMNIFICATION

(a) Alumni Association and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of any covenant, representation, or warranty contained in this Agreement by Alumni Association or Bank, respectively as the case may be, or its directors, officers or employees.

(b) Alumni Association will indemnify and hold harmless Bank and its Indemnitees from and against any and all Losses, arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon. Each party will 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 Trademarks.

(c) Bank will indemnify and hold harmless Alumni Association and its Indemnitees from and against any and all Losses, arising from a material violation of any law or regulation that is applicable to Bank in the conduct of the Program, in which Alumni Association is included as a defendant.

7. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to Alumni Association pursuant to Schedule A. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due will 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, Bank will provide Alumni Association with a statement showing: the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.

8. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

9. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information, and proprietary information provided by or on behalf of one party to the other 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. Bank and Alumni Association will be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, to their employees, and to employees and officers of the University of California Office of the President as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential and proprietary in the above described manner, and (ii) as required by law or requested by any governmental regulatory authority, including without limitation, any disclosure which may be required under the California Public Records Act; provided, however, that in the event either party receives a request to disclose Information pursuant to clause (ii) above, the party in receipt of such request will notify the other party of the existence of such request in advance of any disclosure of the Information so requested. Nothing in this Section 9 prohibits the University and its officers from responding to information requests if required under the law, including but not limited to responses that may be required under the California Public Records Act, so long as Bank receives advance notice of any Information to be included in the University's response.

10. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on Mar. 30, 2015. This Agreement will automatically extend at the end of the initial 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.

11. STATE LAW GOVERNING AGREEMENT

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

12. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or Alumni Association, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (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 will terminate sixty (60) days after the Cure Period.

(b) If either Bank or Alumni Association 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, Bank will, in a manner consistent with Section 12(d) of this Agreement, cease to use the Trademarks. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law.

(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Alumni Association, or any Alumni Association Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination of this Agreement, Alumni Association, neither directly or indirectly through an Alumni Association Affiliate or University, will attempt to cause the removal of Alumni Association's identification or any Trademarks from any person's credit devices, debit cards, checks or records of any Customer existing as of the effective date of termination of this Agreement.

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

(f) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate will, by itself or in conjunction with others, directly or indirectly, specifically target any

offer of a credit or charge card, debit card, deposits product, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Alumni Association may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program, debit card and deposits program endorsed by Alumni Association provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

(g) If at any time during the term of this Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date of this Agreement, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify Alumni Association in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If within thirty business days after Alumni Association's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to Alumni Association, upon ninety days advance written notice.

13. GROUP INCENTIVE PROGRAM

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

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

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

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

(e) Alumni Association will comply with Bank'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. This section 13(e) will survive termination of the Agreement.

14. 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(d), 5(c), 6, 9, 12(c), 12(d), 12(e), 12(f) and 13(e) will survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 will for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

(1) If to Alumni Association:

California Aggie Alumni Association
One Shields Avenue
Davis, California 95616

ATTENTION: Ms. Nichole Silva
Director, Business Development

Fax #: (530) 752-3395

(2) If to Bank:

FIA CARD SERVICES, N.A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Louis A. Zicarelli
Card Group Senior Sales Executive

Fax #: (302) 432-0469

With a copy to:

FIA CARD SERVICES, N.A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Card Services Legal Department

Fax #: (302) 432-0755

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. Bank may not assign or transfer its rights and/or obligations under this Agreement without the written consent of Alumni Association, which shall not be unreasonably withheld, conditioned or delayed; provided however, that Bank may assign or transfer, without consent, its rights and/or obligations under this Agreement:

- (i) to any Affiliate; or
- (ii) to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or
- (iii) to an entity which can fully perform the obligations of Bank (as long as such prospective buyer has substantially similar customer satisfaction standards as Bank.)

Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates controlling, controlled by, or under common control with Bank. Notwithstanding the foregoing, Bank will be responsible for ensuring that any affiliates who offer products or services on behalf of Bank under this Agreement are made aware of and abide by the terms of this Agreement.

(h) Bank and Alumni Association are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than Alumni Association and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party will 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 will be deemed an original, but all of which together will 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.

CALIFORNIA AGGIE ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Janie L. W. Corbett acting as agent
on behalf of the California
Aggie Alumni Association

By: 

Name: JANIE L. W. CORBETT

Name: JEFF FIEDER

Title: Interim Executive Director

Title: SENIOR VICE PRESIDENT

Date: 3/31/08

Date: 4/25/08

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each Alumni Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the

calendar year for certain consumer Gold Reserve Accounts. This payment will 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 will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

3. \$25.00 (twenty five dollars) for each GIP Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Gold Reserve Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Gold Reserve Accounts will not qualify for any other opening-of-an-account Royalty.

C. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will 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 will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.
3. \$25.00 (twenty five dollars) for each GIP Gold Option Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Gold Option Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Gold Option Accounts will not qualify for any other opening-of-an-account Royalty.

D. REWARD CREDIT CARD ACCOUNTS

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

1. \$3.00 (three dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card Account Royalty compensation provisions will only apply to Emerging Credit Card Accounts and not to any other Financial Service Product. Except as set forth in this Section E, Emerging Credit Card Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

1. \$3.00 (three dollars) for each new Emerging Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every

twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$15.00 (fifteen dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. DEPOSIT ACCOUNTS

During the term of this Agreement, Alumni Association will receive the deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section F, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Accounts Royalties will not be paid to Alumni Association on any existing non-endorsed deposit account that is converted to the Program.

However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (2) below, or otherwise.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
- (2) 0.10 % (ten basis points) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other

similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

G. ROYALTY ADVANCES

1. Within forty-five (45) days after full execution of this Agreement, Bank will pay to the Alumni Association the sum of four hundred thousand dollars (\$400,000) (an "Advance"), and within forty-five (45) days after the beginning of each Contract Year specified below, Bank will pay to the Alumni Association the following amount set opposite each Contract Year (each also, an "Advance"), all as an advance against future Royalties, subject to the provisions set forth below:

Contract Year	Advance Amount
2	\$200,000
3	\$150,000
4	\$75,000
5	\$75,000
6	\$50,000
7	\$50,000

All Royalties accrued will, in lieu of direct payment to the Alumni Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter will be paid to the Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank will no longer be obligated to pay any additional Advances to the Alumni Association hereunder, and (y) the Alumni Association hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) the Alumni Association breaches any of its obligations under this Agreement and fails to cure pursuant to Section 12(a);

- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement.
 - (v) University: (i) sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any entity (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; or (iii) sells, rents or otherwise makes available or allows 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 Bank.
2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to the Alumni Association in prior years, and pays the Alumni Association Royalties accrued by the Alumni Association over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

The Alumni Association will be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million dollars (\$1,000,000) (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 the Alumni Association has not accrued \$1,000,000 in Royalties, Bank will pay the Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by the Alumni Association during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder will be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

I. ACCOUNT BONUS

During the initial term of this Agreement, Bank will pay to the Alumni Association the sum of ten thousand dollars (\$10,000) (each, a "New Account Bonus") for each Contract Year in which the number of bona fide new Credit Card Accounts opened through new account acquisition marketing under the Program exceeds the one thousand five hundred (1,500) new Credit Card Accounts (each, a "New Account Goal"). Bank will pay each

New Account Bonus within forty-five days after the end of each Contract Year in which the number of bona fide new Credit Card Accounts opened in such Contract Year exceeds the New Account Goal for such Contract Year.