

**CALIFORNIA STATE UNIVERSITY-  
LONG BEACH ALUMNI ASSOCIATION  
AFFINITY AGREEMENT**

This Affinity Agreement, including the recitals set forth below (the "Agreement") is entered into as of this 1<sup>st</sup> day of January, 2006, (the "Effective Date") by and between FIA CARD SERVICES, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and California State University-Long Beach Alumni Association, an educational institution having its principal place of business in Long Beach, California ("Alumni Association") for themselves, and their respective successors and assigns.

WHEREAS, ALUMNI ASSOCIATION and Bank were parties to that certain Affinity Agreement dated February 29, 1996, as amended ("Original Agreement"), wherein Bank provided certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Alumni Association; and

WHEREAS, Alumni Association and Bank mutually desire to have the accounts generated under the Original Agreement and any new account generated pursuant to this Agreement governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Alumni Association and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement,

"Agreement" means this agreement and Schedules A and 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, or trademark used or acquired by Alumni Association or any Alumni Association Affiliate during the term of this Agreement.

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

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

"Converted Credit Card Account" means a credit card account that was opened under the affinity credit card program between Bank and Associated Students, Inc., California State University-Long Beach ("ASI-CSULB") and has been converted by Bank to a Credit Card Account under the Program. For the avoidance of doubt, the terms, conditions, covenants, obligations and rights of each party under this Agreement shall apply to each Converted Credit Card Account as of the date such account converts to a Converted Credit Card Account.

"Credit Card Account" means a consumer credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by Bank as an alumni application.

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

"Financial Service Product" means any credit card program, charge card program, debit card program, travel and entertainment card program, installment loan program, revolving loan program, and deposit program. The term "Financial Service Product" does not include any 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.

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

"Gold Option Account" means a 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 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.

"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 shall constitute a GIP.

"Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available 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, (ii) members of the Alumni Association, (iii) friends, faculty and staff of the University, (iv) fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or (v) other potential participants mutually agreed to 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 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 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 California State University and any office or department of, or affiliated or associated with, the California State University, including but not limited to the athletic department and the office of student affairs of the California State University.

"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 that during the term of this Agreement neither Alumni Association, nor any Alumni Association Affiliate nor the University shall, 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 of any organization other than Bank, except that during the ninety (90) 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 print advertising from any financial institution provided that the advertisement does not contain advertising for a Financial Service Product.

(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, advertisements, and/or e-mail for participation in the Program.

(d) Alumni Association shall 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, such approval shall 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 shall conspicuously identify Alumni Association as being associated with the business described in the mailing. In the event that Bank incurs a cost because of a 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 shall promptly reimburse Bank for all such costs.

(e) Alumni Association shall, and shall 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.) shall be forwarded to the Bank account executive via overnight courier within 24 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 shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association shall 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 thirty (30) 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 shall 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 shall entitle Alumni Association to the GIP compensation set forth on Schedule A, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements within twenty-four (24) hours of Bank's request. Without limiting Bank's rights pursuant to this Section 2(g), Alumni Association shall 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.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

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

(b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. 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 shall bear all costs of producing and mailing materials for the Program.

(d) Bank shall make all credit decisions and shall 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 shall 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 shall 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, an Alumni Association Affiliate, or the University 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 shall 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 shall 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 shall provide Bank with Mailing Lists free of any charge; provided, however, that Alumni Association shall 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 shall provide the initial Mailing List, containing at least one hundred sixty thousand (160,000) non-duplicate names with corresponding postal addresses and, when available, e-mail 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 shall 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 shall cease using the prior Mailing List and shall destroy such outdated Mailing List and/or purge such Mailing List from its systems.

(b) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not use the Mailing Lists for any other purpose, except for any other purpose expressly approved by Alumni Association in writing. Bank shall hold all Mailing Lists in confidence and shall 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 shall be made aware of the obligations contained in this Section and shall 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 shall have the sole right to designate Members on Mailing Lists to whom promotional material will not be sent. Mailing Lists are and shall 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 shall 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 or that can grant marketing access to any University athletic event 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 shall 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, or from the use of any Mailing List(s) by Bank for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any 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 shall pay Royalties to Alumni Association. 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 shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide Alumni Association with a statement showing : (i) 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 and; (ii) the Business Credit Card Account retail purchase transaction volume.

(c) Alumni Association acknowledges and agrees that Bank has already paid Alumni Association the Royalties due under this Agreement for the first and second quarters of 2006.

#### 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 California State University Office of the Chancellor 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 shall 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 September 30, 2011. 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 shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

#### 12. TERMINATION

California State University-Long Beach Alumni Association Affinity Agreement v11 10-25-06 JMA

(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 shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either 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 shall, 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 shall 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, University or any Alumni Association Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Alumni Association, neither directly or indirectly through an Alumni Association Affiliate or University, shall attempt to cause the removal of Alumni Association's identification or any Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) 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 shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, 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 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.

### 13. GROUP INCENTIVE PROGRAM

(a) Bank shall 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 shall 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 shall 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 shall 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 shall have the right of prior approval of all advertising and solicitation materials distributed by Alumni Association pursuant to any GIP. Bank shall 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 shall be deducted from any or all Royalty payments due Alumni Association under this Agreement.

(e) Alumni Association shall 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.

#### 14. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), Bank shall provide Alumni Association with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, Bank shall not provide any Customer List or Customer Information otherwise required to be provided by it to Alumni Association, and may restrict any use by CSULBAA of any Customer List or Customer Information which is provided by Bank to Alumni Association, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on Bank.

(b) Alumni Association shall return to Bank each Customer List, in the same form as received by Alumni Association within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, Alumni Association agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to Bank, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with Bank's then current destruction policy.

(c) Any Customer List provided to Alumni Association may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to Alumni Association. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when Bank establishes the following:

- (i) that Bank placed “dummy” information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (ii) that the “dummy” information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical “dummy” information was not provided by Bank or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of Bank. Alumni Association expressly acknowledges and agrees that Alumni Association has no property right or interest whatsoever in any Customer List. Alumni Association shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively “transfer”) any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by Bank. At all times Alumni Association shall keep in confidence and trust all Customer Lists. Alumni Association further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and Alumni Association specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by Bank prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of Bank cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) Alumni Association shall have no authority to use the Customer List for any purpose not expressly permitted by Bank in a separate writing. Alumni Association shall comply with any reasonable request of Bank with respect to security precautions to maintain the security of the Customer List. Alumni Association agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and Bank’s instructions, as communicated by Bank to Alumni Association from time to time. Alumni Association shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of Alumni Association who need such access to perform their duties for Alumni Association. In view of the confidential nature of the Customer List, Alumni Association warrants that Alumni Association and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by Alumni Association or its employees, volunteers, agents, and/or representatives, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, Alumni Association agrees that Bank shall be entitled to injunctive relief to prevent violation or further violation by Alumni Association and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section 14. Nothing herein shall

be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event Alumni Association receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, Alumni Association agrees to: (i) immediately notify Bank of the existence, terms and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which Bank designates.

(h) Subparagraphs (b) – (g) of this Section shall survive the expiration or earlier termination of this Agreement.

15. 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 6, 9, 12(c), 12(d), and 12(e) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Alumni Association:

California State University-Long Beach Alumni Association  
1250 Bellflower Blvd.  
Long Beach, California 90840-0601

ATTENTION: Gay Arakawa  
Executive Director

Fax #: (562) 985-5488

(2) If to Bank:

FIA Card Services, N. A.  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Director of Collegiate Business Development

Fax #: (302) 432-1176

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, including, without limitation, the Original Agreement and any right or responsibility that, in accordance with the terms of the Original Agreement, was to survive the termination of such Original Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Notwithstanding the foregoing, Bank shall 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 shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Alumni Association and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

CALIFORNIA STATE UNIVERSITY-  
LONG BEACH ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Gay Arakawa  
Name: Gay ARAKAWA  
Title: Exec. Director, CSULB AA  
Date: 10-30-06

By: Jaenel F. Fyfe  
Name: Jaenel Fyfe  
Title: SVR  
Date: 12/21/06

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. \$1.00 (one dollar) for each new 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. \$1.00 (one dollar) for each 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 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 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 a 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. During each calendar year set forth below (and only those calendar years), the percentage of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions) set opposite the applicable calendar year:

<u>Period</u>	<u>Percentage of Cash Advance and Cash Equivalent Transaction Dollar Volume</u>
Through September 30, 2006	.50%
October 1, 2006 through September 30, 2007	.25%
October 1, 2007 through September 30, 2008	.10%
After September 30, 2008	0%

B. CONVERTED CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each Converted 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 Converted Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the Converted Credit Card Account was converted to the Program; and 2) has had active charging privileges for each of the preceding twelve months.
2. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Converted 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)).
3. During each calendar year set forth below (and only those calendar years), the percentage of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Converted Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions) set opposite the applicable calendar year:

<u>Period</u>	<u>Percentage of Cash Advance and Cash Equivalent Transaction Dollar Volume</u>
Through September 30, 2006	.50%
October 1, 2006 through September 30, 2007	.25%
October 1, 2007 through September 30, 2008	.10%
After September 30, 2008	0%

C. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) 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. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by 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 processing day of every twelfth month after the opening of that Reward Credit Card; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
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)).

D. GIP ACCOUNTS

1. \$50.00 (fifty dollars) for each 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.
2. \$50.00 (fifty 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. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g.,

the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

F. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. Until September 30, 2006, the Royalties for Gold Reserve Accounts shall be paid as follows:

- a) \$0.50 (fifty cents) 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.
- b) 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.
- c) \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

2. After September 30, 2006, the Royalties for Gold Reserve Accounts shall be paid as follows:

- a) \$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.
- b) 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.

G. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. Until September 30, 2006, the Royalties for Gold Option Accounts shall be paid as follows:

- a) \$0.50 (fifty cents) 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.
- b) 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.
- c) \$2.00 (two dollars) for each applicable (12) month period that a Customer pays the annual fee on a Gold Option Account.

2. After September 30, 2006, the Royalties for Gold Option Accounts shall be paid as follows:

- a) \$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.
- b) 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.

#### H. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004667%) of the average MMDA Deposits.
2. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004667%) of the average CD Deposits.

I. ROYALTY ADVANCES

1. Within forty-five (45) days after each of the following dates, Bank shall pay CSULBAA the following corresponding amounts:

<u>Date</u>	<u>Advance Amount</u>
Date the Agreement is fully executed	\$500,000 (Five Hundred Thousand Dollars)
September 1, 2007	\$500,000 (Five Hundred Thousand Dollars)
September 1, 2008	\$200,000 (Two Hundred Thousand Dollars)
September 1, 2009	\$200,000 (Two Hundred Thousand Dollars)
September 1, 2010	\$200,000 (Two Hundred Thousand Dollars)

(each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to CSULBAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to CSULBAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to CSULBAA hereunder, and (y) CSULBAA 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 September 30, 2011;
- (ii) CSULBAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement (e.g., due to the expiration, amendment or repeal of the California law commonly known as "S.B. 569" or any other law or regulation which, prior to such expiration, amendment or repeal, permitted the Alumni Association to legally provide the Mailing List(s) to Bank, and/or permitted Bank to legally accept and use such Mailing Lists for direct mail Program marketing);
- (iv) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the initial term of the Agreement; and

(v) University: (x) endorses, sponsors or promotes any Financial Service Product of any entity other than Bank; (y) licenses or allows others to license the University's trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; or (z) sells, rents or otherwise makes 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.

2. If during any given year(s) during the term of this Agreement Bank recoups all prior Advances paid by it to CSULBAA in prior years, and pays CSULBAA Royalties accrued by CSULBAA 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.

#### J. ROYALTY GUARANTEE

CSULBAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than One Million Six Hundred Thousand Dollars (\$1,600,000) (the "Guarantee Amount") by the end of the initial term of the Agreement, subject to the provisions set forth below. If on the last day of the initial term of this Agreement CSULBAA has not accrued \$1,600,000 in Royalties, Bank will pay CSULBAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by CSULBAA during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection I.1,

**FIA CARD SERVICES™**

FIA Card Services, DE5-001-08-02  
1100 N. King Street  
Wilmington, DE 19884

Tel: 800.441.7048

Via Overnight Delivery

June 28, 2011

Mr. Gary Arakawa  
Executive Director  
California State University-Long Beach Alumni Association  
1250 Bellflower Boulevard  
Long Beach, California 90840-0601

Dear Mr. Arakawa:

I am writing to inform you that following a comprehensive review of the California State University-Long Beach Alumni Association credit card program, FIA Card Services, N.A. ("FIA") has decided not to renew our Affinity Agreement entered into as of January 1, 2006, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Sections 10 and 15(f) of the Agreement.

The Agreement's expiration date is **September 30, 2011**.

We have appreciated your endorsement.

Sincerely,



Lance L. Layton  
Vice President  
FIA Card Services, N.A.